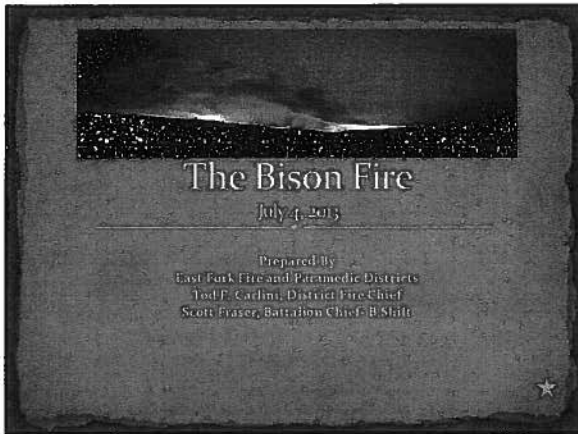
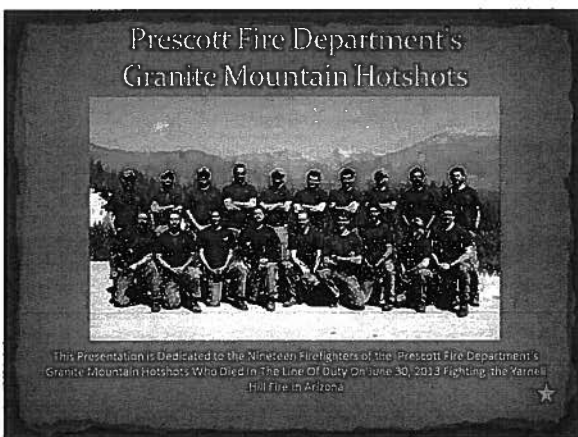




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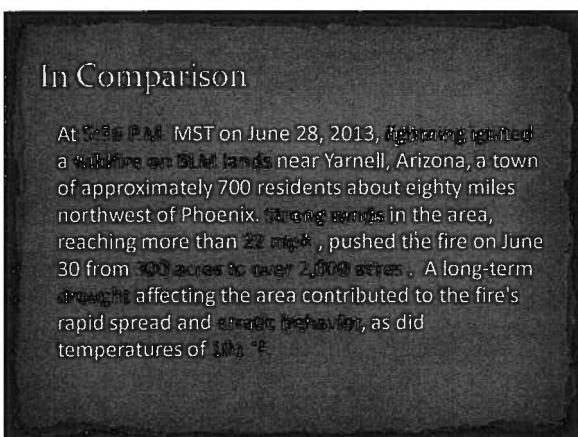


EXHIBIT (for identification only)
 Filed 8/1/13
 By [Signature] Deputy

Background

- Started July 4th, 2013 at 1527 hours
- Cause: Lightning
- Fuel Type: Mix of Pinion Juniper/Sage/Grasses
- Multiple Jurisdictional Fire
 - East Fork Fire Protection District
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Smith Valley Fire Protection District (Lyon County)

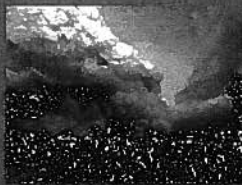


Initial Challenges

- Limit Access
 - 4th of July celebrations at Lake Tahoe, Reno/Sparks, Storey County, and Carson City
 - Major holiday causing a draw down of recall staff, volunteers, mutual aid
 - 3 other major fires burning: Red Rock, Taranhan, (Northern Nevada) Carpenter Fire (Southern Nevada)
 - Work to test ratios for incoming hand crews coming from other incidents.
- Second Year Drought Conditions
 - Discovered a large ceremonial gathering in the area of the fire (50+ people). Warned to evacuate and they did not want to leave
- Weather conditions at time of start:
 - Temperature 90-95
 - Humidity 22-26%
 - Winds West 14-22 mph with gusts to 30 mph


Initial Response

- EFPD – First Alarm Assignment
 - Duty Chief (Carlini)
 - Battalion Chief (Fraser)
 - Training/Safety Captain (Goss)
 - 4 Brush Units
 - 2 Water tenders
 - 1 ALS Rescue




Initial Response

- Federal Fire Alarm Assignment
 - 1 Command Officer
 - 2 Brush Trucks
 - 2 Single Engine Air Tankers (SEAT)
 - 1 Helicopter
 - 1 Air Attack Platform




Fire from Fish Springs July 4, 2013

View From First Units On Scene



Initial Timeline

- 15:29 Hours – Call is dispatch by Douglas County
- 15:31 Hours -Battalion Chief requests Federal First Alarm Assignment, including a Helicopter and SEATS via Sierra Front Interagency Dispatch Center
- 15:34 Hours - DCSO and Federal Units dispatched
- 15:47 Hours - Duty Chief , Battalion Chief, and Training/Safety Captain all arrive on scene at the same time.
- Immediate attempts made to locate access to the base of the fire.
- 15:47 Hours – Bison Command established



- 15:17 Hours - Chief Carlini requests a Second Alarm Assignment from East Fork and declares a major emergency in progress.
- Second Alarm sends the following East Fork units:
 - 3 brush trucks
 - 1 Type 1 Engine
 - 2 Water Tenders
 - 1 Additional Chief Officer



Federal Resources Arrive

- 15:58 Hours - First Federal Units arrive on scene
 - BLM Battalion Chief 3911 (Sharp)
 - B3335
 - B3131
 - H516 (Helicopter)
- 1600 DCSO begins evacuations in the Pinenut Creek, Sierra Spirit Ranch area
- 1601 Hours - All volunteer stations asked to staff their stations and staff call-back begins to staff for day to day responses in the districts.
- 1618 hours Search and Rescue units arrive on scene to assist with evacuations, road controls

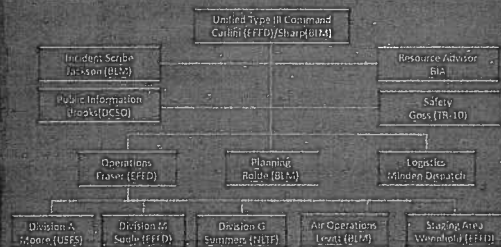
Radio Communications

- From East Fork Battalion Chief at 15:56
 - "50 acres, *rapid rate of spread*, structures threatened, and there is a large ceremonial gathering in the area"
- From Helicopter 516 at 15:58
 - "25 acres pushing east/northeast, all flanks, mobile home 1/2 mile away threatened, 1 other structure immediate threat, heavy pecking and *rapid rate of spread*. Advise other aircraft responding."

Unified Command Established

- At 16:17 Hours, Unified Command Established between the East Fork Fire District and the BLM
 - District Chief Carlini - Type III IC
 - BLM Battalion Chief Sharp - Type III IC Trainee
- Sierra Front (Minden) Dispatch becomes primary dispatch center for the incident and single point ordering.
- Additional Resources, including bulldozers, Type I helicopters, hand-crews, and additional overhead area all ordered at that time.

Initial Unified Command Structure



ICP Locations

- Initial Incident Command Post established at Pinenut Road and Out R way.
- Relocated to the Douglas County Fairgrounds as the fire progressed and as part of pre designated ICP locations



Mutual Aid and Other Requests

- At 16:47 hours Command requested 3 Type III engines from Carson City, Central Lyon County, and Tahoe Douglas Fire District.

Units sent from BLM/NDF/USFS on the first day:

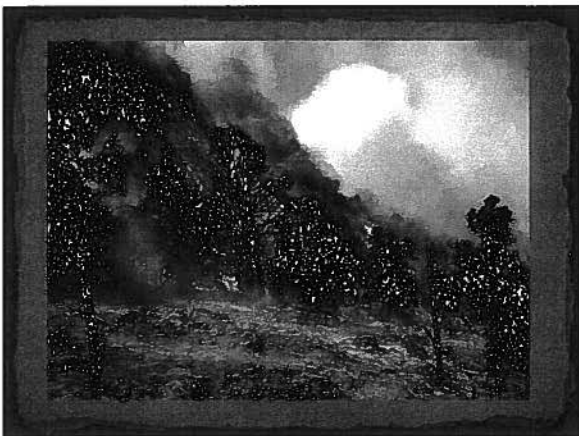
- 8 engines
- 4 overhead
- 5 S.E.A.T. (air tankers)
- 2 Helicopters
- 2 lead planes
- 5 hand crews (ESC 2, Truckee Hot shots, Big Hill, America Corp, Rifle Peak)

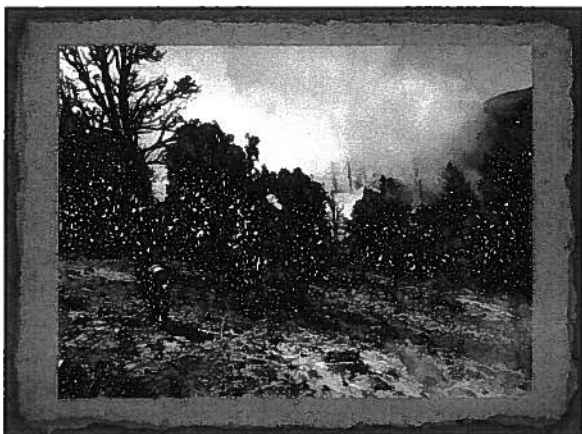


Heavy Air Tankers and More Resources

- Operations requested 2-heavy air tankers (none in the area)
- 2 Strike teams of engines requested via Nevada Mutual Aid (10 engines requested, only able to send 7)
- 4 Bull dozers on scene first night

Crews had to use aircraft to make a safe location for ground units to access the fire. First aircraft on scene advised 30 to 50 acres, rapid rate of spread with extreme fire behavior.





Additional Challenges

- All hand crews except 1 were only able to work until 10:00 P.M. the first night, then had to be pulled off the line due to work-to-rest ratio
- All engines worked until 3:00 AM establishing fire lines near the starting point. Units were rested on the line to be available for the next day.
- Of the 2 heavy air tankers that were requested, 1 was unable to respond to due weather in Winnemucca and the second request was not able to be filled.
- 4 Bull Dozers arrived on the first evening but their use was limited due to cultural resource protection.
- Fire burning through retardant drops
- Consistent weather dominated fire impacts
- Consistent plume dominated fire impacts

One dozer was used to build a road to the base of the fire and to make a safety zone for ground personnel



Day 2 Friday July 5th

- Morning update: Fire approximately 1300 acres.
- 200+ personnel on scene
- Complexity Analysis completed
- Multiple resources ordered for the second day
- Morning briefing included ordering the Sierra Front Type III team to manage the fire on Saturday, July 6th at 6:00 AM. The Team was able to mobilize off of another fire with some personnel arriving within 3 hours of the activation
- Weather forecast for the day: Temp 86-90, winds SW at 15 to 20 mph with gusts to 30 mph
- Units deployed back to the fire line by 7:00 AM. Numerous engines still on the fire overnight.
- 3 Engines/2 Bull Dozers put into a group as a structure protection and as needed.



Type II Team Ordered

- Mid-morning Friday the 5th, Command reached the decision to request a Type 2 Incident Management Team for July 7 at 6:00 AM.

A Type II Team brings more resources and receives a higher level of support and national priority.

For a short time, The Bison fire was the number 1 fire priority nationally. The 1 and 2 spot shifted between the Bison Fire and the Carpenter Fire outside of Las Vegas.



Day 3, July 6th

- Sierra Front Type III team assumes authority at 6:00 AM. Incident Commander Paul Washam's team is comprised of personnel from multiple local and federal fire agencies.
- Total personnel now assigned: 350



Day 4, Sunday July 7th

- Western Great Basin Type II team assumes authority at 6:00 AM under Incident Commander Mike Whalen.
- Total personnel now assigned: 385
- Additional personnel on order



Work Effort

- Crews begin constructing additional hand line on the North side of the fire. No vehicle access.
- South side has vehicle access and crews are able to make good progress.
- 3 helicopters now working. 6 air tankers, including 1 heavy air tanker.
- Additional resources continue to arrive throughout the day.
- Mobile SEAT Base requested for Minden/Tahoe Airport.

- Approximately 1100 hours crews radioed they had to pull back from the edge of the fire due to the intensity and fire growth.
- Remainder of the day most units had to pull back from fire line due to fire intensity and growth.
- Water tenders were used to refill ponds at Sierra Spirit Ranch to support the helicopter operations.



Day 5, Monday July 8th

- Fire makes a very strong push to the North and Northeast. The fire grows by approximately 11,000 acres in one day.
- Douglas County Commissioners declare a Disaster Declaration.
- EFFPD begins forming plans for the fire to possibly come into the Fish Springs, East Valley, Upper Johnson lane area.
- Fire front now a threat to the North end of Smith Valley Fire Protection District in Lyon County.
- Plans for secondary staging and camp in Smith Valley now underway.



Day 6, Tuesday July 9th

- Fire continues to move to the North/Northeast
- Fire now established on the top of Pipeline canyon in Lyon County.
- Voluntary evacuations recommended in Smith Valley



Day 7, July 10th

- Final day of fire growth
- 80% Containment is established
- Crews begin line reinforcement in all Divisions
- Demobilization planning begins
- IA Zone expanded for the final time
- Fire threat in Lyon County now contained



About Flame Lengths



100+ foot flame lengths



Minden Inn 30'



The Haines' Index

- The Haines Index is a weather index developed by meteorologist Donald Haines in 1988 that measures the potential for dry, unstable air to contribute to the development of large or erratic wildland fires.
- A Haines Index of 6 means a high potential for an existing fire to become large or exhibit erratic fire behavior, 5 means medium potential, 4 means low potential, and anything less than 4 means very low potential.

July 4, 2013	Haines' Index 4/5
July 5, 2013	Haines' Index 4/5
July 6, 2013	Haines' Index 6
July 7, 2013	Haines' Index 6
July 8, 2013	Haines' Index 6



Command Team Transitions

- July 4, 2013 - 15:27 to July 6, 2013 - 06:00:
Type III Structure and Unified Command (East Fork/BLM) (37.5 Hours)
- July 6, 2013 - 06:00 to July 7, 2013 - 06:00:
Sierra Front Type III Team (Paul Washam - Type III IC) (24 Hours)
- July 7, 2013 - 06:00 to July 15, 2013 - 06:00:
Great Basin Team 3 - Type II Team (Mike Whalen - Type III IC) (216 Hours)

All Incident Management Team transitions were completed under Delegation of Authority Agreements between all authorities having jurisdiction.



What A Management Team Brings

- More overhead/management personnel
- Food Services
- Shower and Sanitation Services
- Logistical Support
- Command Facilities
- Communications Facilities and Equipment
- Priority in Ordering
- Organizes documentation, mapping, logistics, communications, operations etc. to manage large incidents and /or to hand off to next overhead team.

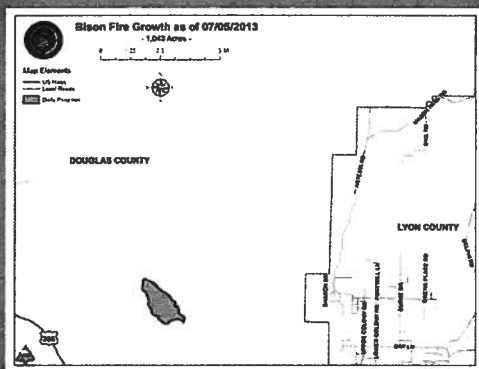


Mobile SEAT Base Established at Minden/Tahoe Airport

- Allows for the filling of SEATS with retardant
- Provides for SEAT Ground Support
- Establishes a Tower to direct air traffic
- Requires Crash Fire Rescue Services

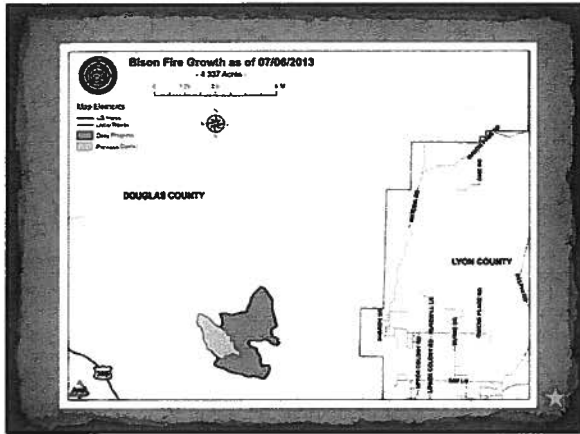


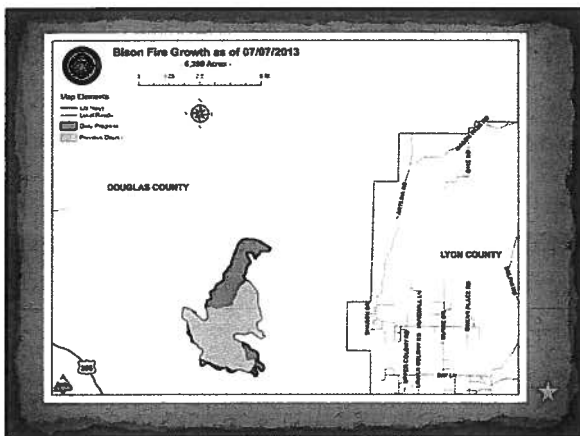
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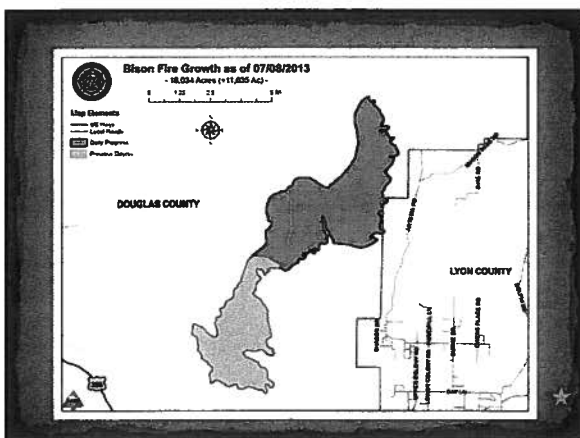


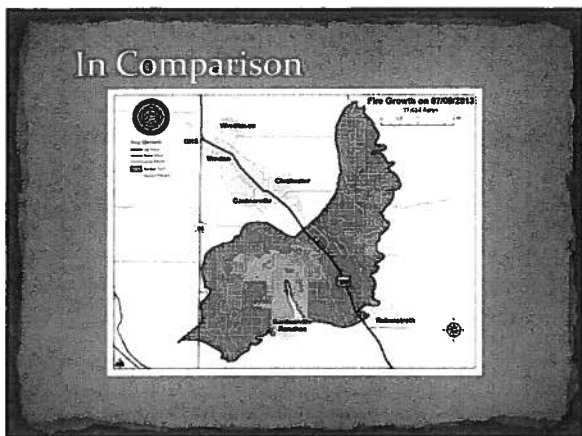
In Comparison

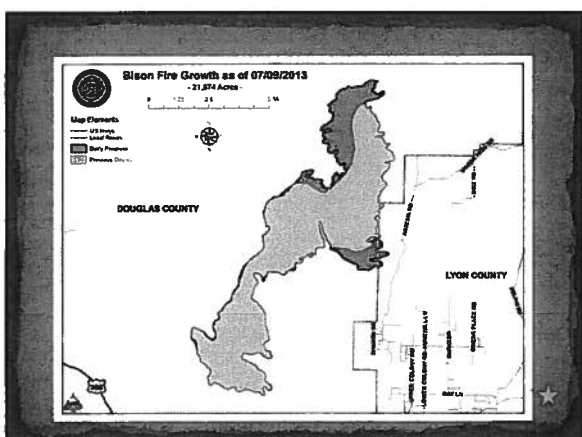


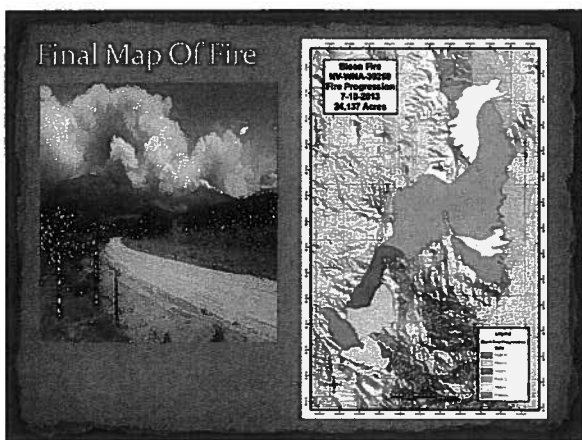













Fire Evolution & Resource Growth					
Day/Date	Engines	Aircraft	Personnel	KEY ASSIGNED	Size As Of Working Starting
Day 1 Thursday July 4, 2013 15:34	22	9	200 +	TYPE II Unified Command Structure East Fork and BLM (Carlisle/Sharp)	Start Of Fire - Acreage Undetermined
Day 2 Friday July 5, 2013	22	11	220	TYPE II Unified Command Structure East Fork and BLM (Carlisle/Sharp)	1300 Acres
Day 3 Saturday July 6, 2013	22	11	350	Sierra Front Type II Team (Washburn)	2000 Acres
Day 4 Sunday July 7, 2013	32	11	385	Great Basin Type II Team (Whelan)	7200 Acres
Day 5 Monday July 8, 2013	24	11	603	Great Basin Type II Team (Whelan)	8750 Acres
Day 6 Tuesday July 9, 2013	42	11	722	Great Basin Type II Team (Whelan)	21,337 Acres
Day 7 Wednesday July 10, 2013	45	18	1,041	Great Basin Type II Team (Whelan)	23,812 Acres
The fire did not grow any larger after Wednesday, July 10 2013. Final acreage was set at 24,137 acres.					

Jurisdictional Distribution	
• Total Acres Burned	23,812 Acres
• Bureau of Land Management	16,710 Acres (70%)
• Bureau of Indian Affairs	3,319 Acres (14%)
• East Fork Fire District	3,772 Acres (16%)
• Smith Valley Fire District	11 Acres

Fire Cost Distribution	
• Total Fire Suppression Cost:	\$8,600,000.00
• BLM/BIA (84%)	\$7,224,000.00
• East Fork Fire District (16%)	\$1,376,000.00
As a participant in the new State of Nevada's Wildland Fire Suppression Plan, East Fork's cost liability for this fire may be reduced to an estimated \$40,000, not including the \$90,000 fee to participate in the State Program.	
A fire Cost Share Agreement has already been negotiated and signed by all parties.	

Fire Data Summary

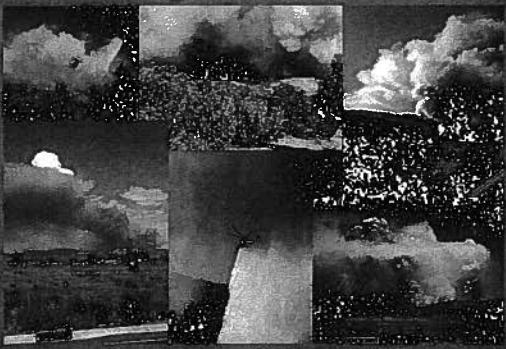
- 23,812 acres burned
- \$6 million dollars suppression cost (estimate)
- 4 Major jurisdictions involved
- 10 day fire duration (Very rare event for this area)
- 1,041 Personnel (On July 8, 2013)
- 18 Aircraft
- 22 Hand Crews
- 176 Apparatus/Support Vehicles
- 4 Dozers
- 18,738 Meals Served
- 3 Overhead/Management Teams
- 2 Delegations of Authority Signed
- 1 Disaster Declaration



Fire Area Rehabilitation

- Federal and state agencies are assessing the areas of the Pine Nut Mountains burned in the Bison fire to determine places suitable for rehabilitation and stabilization.
- Among the 23,812 acres were more than 11,000 acres of bi-state greater sage-grouse habitat
- The Bureau of Land Management, Carson City District and Bureau of Indian Affairs Western Nevada Agency are leading an interagency planning effort to address fire impacts caused by the fire.
- Additional partners include:
 - US Fish and Wildlife Service
 - Nevada Department of Wildlife
 - Nevada Division of Forestry
 - Sagebrush Ecosystem Technical Team
 - Nevada Department of Agriculture
 - Washoe Tribe
- The assessment and planning process must be completed 21 days from the fire containment, which occurred on July 13.

QUESTIONS?



East Fork Professional Firefighters and Battalion Chiefs CBA Fiscal Impacts

August 1, 2013

East Fork Fire and Paramedic District
Board of Directors

NRS 288.153

- ☐ The Agreement must be approved at a public hearing, and the fiscal impact of agreement reported. Any new, extended or modified collective bargaining agreement or similar agreement between a local government employer and an employee organization must be approved by the governing body of the local government employer at a public hearing. The chief executive officer of the local government shall report to the local government the fiscal impact of the agreement.

EXHIBIT (for identification only)
Given to S. Craft
Filed 8/1/13
By [Signature]
Deputy

NRS 288.153

- Pursuant to NRS 288.153 East Fork Fire and Paramedic Districts have negotiated and the East Fork Professional Firefighters and Battalion Chiefs Bargaining Unit memberships have ratified new one year agreements. The approved tentative agreements amending the current contracts are included in your Board packet.

Fiscal Impact - Firefighters

- This Group includes 54 Firefighters, 1 Mechanic, 1 Inspector/Investigator Captain, and 1 Fire Inspector
- The fiscal impact of the one-year agreement as required to be disclosed under NRS 288.153 is as follows: Approximate cost of salaries and benefits for Firefighters and other eligible positions covered under this proposed collective bargaining agreement for the one year period is \$ 6,911,645

Fiscal Impact – Battalion Chiefs

- ❑ This Group includes 3 Battalion Chiefs
- ❑ The fiscal impact of the one-year agreement as required to be disclosed under NRS 288.153 is as follows: Approximate cost of salaries and benefits for Battalion Chiefs covered under this proposed collective bargaining agreement for the one year period is \$539,856.

Cost Distribution

- ❑ Included in the amount for firefighters and other covered positions, the cost for salaries is approximately \$4,511,739 (65%) and associated benefits is \$2,399,906 (35%)

Cost Distribution – Battalion Chiefs

- ❑ Included in the amount for Battalion Chiefs is the cost for salaries in the amount of approximately \$364,838 (67%) and associated benefits in the amount of \$175,018 (33%)

Percentage Distribution of Funds

- ❑ All Employee Wages and Benefits account for 71% of the Districts' FY 13/14 Approved Budget
- ❑ Employee Labor Contracts account for 61% of the Districts' FY 13/14 Approved Budget.

Special Recognition

- Special thanks to the District's Negotiating Team & IAFF 3726 Negotiating Team:

For Management:

Doug Ritchie
Norma Santoyo
Dave Fogerson
Tim Soule
Lisa Owen
Ellen Nelson
Tod Carlini

For Labor:

Matt Hill
John Bellona
Sky Dwinell
Paul Azevedo
Ed Martin
Dennis Cote
Zac Pederson
Jeff Cates
John Bellona

QUESTIONS?

AUG - 1 2013

DOUGLAS COUNTY CLERK

Lem 7

Agreement between
East Fork Fire and Paramedic Districts
and the
East Fork Professional Firefighters

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ARTICLE 1

Parties

This agreement is entered into this first day of August, 2013, by and between the East Fork Fire and Paramedic Districts ("Districts") and the East Fork Professional Firefighters Association, International Association of Firefighters, Local 3726 ("Association").

ARTICLE 2

Notices

For the purpose of administering the terms and provisions of this agreement, notices will be sent to the following:

District Fire Chief
East Fork Fire and Paramedic Districts
P.O. Box 218
Minden, Nevada 89423

President
East Fork Professional Firefighters
P.O. Box 994
Minden, Nevada 89423

ARTICLE 3 Recognition

A. Recognition

The Districts recognize the Association as the sole and exclusive collective bargaining agent for all employees within job classifications covered by this Agreement who are presently employed or subsequently hired by the Districts. It is further agreed that the Districts will consult with the Association regarding any new classifications created by the Districts and shall determine whether such new classification shall be included within the bargaining unit pursuant to the requirements of NRS chapter 288 and added to the list of represented job classifications in Article 3, Section B(1).

The Districts and the Board of Fire Commissioners agree to not enter into any other agreement, whether written or verbal, with the employees covered under this bargaining unit, whether individually or collectively. The Districts and Association shall agree upon any changes to existing job classifications.

B. Classifications

1. The Districts and the Association agree that employees within the following classifications are represented by the Association and will comprise the members of the bargaining unit:
 - a. Fire Captain
 - b. Engineer
 - c. Firefighter / Paramedic
 - d. Firefighter / EMT
 - e. Firefighter
 - f. Training & Safety Captains
 - g. Fire Captain/Investigator
 - h. Fire Inspector
 - i. Fire Master Mechanic/Equipment Technician
2. Any job classification not included in Article 3, Section B(1) of this agreement shall not be used to provide minimum staffing requirements. Also, any job classification in a support role shall not be used to provide staffing for line positions covered by this agreement.

Support roles shall be defined as Fire Captain/Investigator, Fire Inspector, and Fire Master Mechanic/Equipment Technician.

- C. Excluded from the bargaining unit are all seasonal, volunteer, administrative, supervisory and confidential employees.

ARTICLE 4

Association Rights

A. Bulletin Boards

The Districts will furnish bulletin board space for the use of the Association where currently available. Only areas designated by the Districts for Association use may be used for posting notices. Bulletin boards will only be used for the following notices:

1. Scheduled Association meetings, agendas, and minutes.
2. Information on Association elections and results.
3. Information regarding Association social, recreational, and related news bulletins.
4. Reports of official business of the Association, including reports of committees of the Executive Board.

Posted notices will not be obscene, defamatory, or relate to political office, ballot issues or proposed ballot issues or the ballot process, nor will any notice pertain to public issues that do not include the Districts or its relations with the Districts' employees. All notices posted by the Association must be dated and signed by a member of the Association's Executive Board. The Districts' equipment, materials, supplies, or interdepartmental mail systems will not be used by the Association for the preparation, reproduction, or distribution of notices, except as specifically allowed in Article 4, Sections B and C below, nor will such notices be prepared by Districts' employees during public access hours.

B. Interdepartmental / Electronic Mail System

The Districts will allow limited use of the Districts' interdepartmental mail system and the Districts' e-mail system. Such use will not include mass mailings of materials not suitable for posting under Section A of this Article. All use of the Districts' e-mail system is subject to the Districts' internet and e-mail policies, including the provision that no reasonable expectation of privacy exists for messages placed on the system, and that all messages are subject to the Nevada Public Records Law and other applicable laws. The Association will use interdepartmental mail and email systems at its own risk.

Website linkages may be allowed per the Districts' policy.

C. Use of Districts Copiers and Computers

The Districts will allow the Association to use the Districts' copiers and computers for Association business only under the following conditions:

1. The Association will reimburse the Districts for all costs associated with the use of the Districts' equipment.

2. All copying and computer use will be done outside of public access hours, unless authorized by management.
3. The use of the Districts' equipment by the Association will not interfere with Districts' business.

D. Dues Deductions

The Districts will provide payroll deductions for Association dues at no cost to the Association or its members on the following terms:

1. **Authorization**
The Districts will deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on a biweekly basis. However, no deductions will be made except in accordance with the terms of a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form will clearly explain any restrictions on the employee's right to terminate his/her dues deduction authorization that is imposed by the Association. No restriction imposed by the Association may require the employee to remain a member or continue automatic dues deductions beyond the end of the calendar month in which the employee terminates his/her membership or authorization for deductions.
2. **Amount of Dues**
The Association will certify to the Districts in writing the current rate of membership dues. The Association will notify the Districts of any change in the membership dues at least sixty (60) days prior to the effective date of such change.
3. **Indemnification**
The Association will indemnify and hold the Districts, Douglas County, and their elected officials, officers, employees and agents harmless against any and all claims, demands, suits, and all other forms of liability or costs that may arise out of or are related to any action taken by the Districts under the provisions of Article 4.

E. Use of Districts' Facilities

The Districts will permit the use of the Districts' meeting room facilities by employees and the Association provided such use does not interfere with the Districts' operations or scheduled activities. Facilities used by the Association will be scheduled in accordance with the Districts' adopted scheduling procedures to avoid conflicts in facility use.

F. Meals

Each shift employee will be responsible to pay for his or her own meals. The cost of meals shall not exceed the per diem rates established under Nevada law. The Association will collect an agreed upon monthly assessment to supply basic condiments supporting the employee's meals. There shall be no cost to the Districts regarding meals.

ARTICLE 5

Districts' Rights and Responsibilities

- A.** Those subject matters that are not within the scope of mandatory bargaining and that are reserved solely to the Districts without negotiation include:
1. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
 2. The right to reduce in force or lay off any employee because of lack of work or lack of adequate funding, subject to the Reduction In Force procedures in Article 12 (Effects of Layoff).
 3. The right to determine:
 - a. Appropriate staffing levels and work performance standards, except for safety considerations;
 - b. The content of the workday including, without limitation, workload factors, except for safety considerations;
 - c. The quality and quantity of services to be offered to the public; and
 - d. The means and methods of offering those services.
 4. The safety of the public.
- B.** Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, the Districts are entitled to take whatever actions may be necessary to carry out their responsibilities during emergencies such as a riot, military action, natural disaster or civil disorder. Those actions may include the temporary suspension of this collective bargaining agreement for the duration of the emergency. The parties mutually agree that any action taken under the provisions of this subsection will not be construed as a failure to negotiate in good faith or a breach of this agreement.
- C.** The provisions of NRS Chapter 288 and this Article recognize and declare the ultimate right and responsibility of the Districts to manage their operations in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.
- D.** This Article does not preclude, but NRS Chapter 288 and this subsection does not require the Districts to negotiate subject matters enumerated above which are outside the scope of mandatory bargaining. The Districts shall discuss subject matters outside the scope of mandatory bargaining but the Districts are not required to negotiate those matters that are not the subject of mandatory bargaining.

ARTICLE 6

Salaries and Pay Practices

A. Merit Increases – Pay for Performance

1. The purpose of the Pay for Performance Plan ("PFP") is to recognize and reward employees who demonstrate motivation, performance above the standard scope of work, and efficiency, skill, and initiative in their work, while also appropriately ranking employees who perform at or below the established level of performance for a particular position.
2. Employees will receive an annual performance evaluation using the following merit scale:

	Score Range	Merit Award
Exceptional	97 – 100	5%
	92 – 96	4%
Successful	78 – 91	3%
	69 – 77	2%
Requires Improvement	64 – 68	1%
	0 – 63	0%

Scores that include a fraction will be rounded to the closest whole number. For example, a score of 92.5 would be rounded to 93. A score of 89.4 would be rounded to 89.

3. Merit increases will not result in an employee's salary to exceed the maximum of the pay range.
4. Substantial changes to the PFP evaluation process will require a meet and confer between the Districts and the Association.
5. Employees who receive a performance rating of greater than 77% and who are at the top of their pay range will receive 75% of the merit increase they would have received if the employee's salary was not at the top of their pay range as a single lump sum payment.

By way of example: An employee's salary is at the top of the salary range and receives a performance rating that would result in a 5% merit award. The employee would receive 75% of the 5% merit which equates to a lump sum payment of 3.75% of his/her base pay prior to the merit increase.

6. Employees who receive a performance rating of greater than 77% and who are near the top of their pay range will receive a merit

increase to the top of their pay range. Additionally, the employee will receive 75% of the difference between the top of the pay range and what the total increase would have been if the employee was not at the top of their pay range.

By way of example: An employee is near the top of the salary range and receives a performance rating that would result in a 5% merit award and receives a 2% pay increase which moves them to the top of their pay range. The remaining 3% merit award that they could have received is multiplied by 75%, which equates to a lump sum payment of 2.25% of his/her base pay prior to the merit increase.

7. The lump sum merit payment and salary increase must not exceed the amount the Pay for Performance increase would have provided if the employee were not at the top of the range. Any portion of a salary adjustment above the top of an employee's pay range will be paid to the individual in a lump sum payment.
8. The Districts will complete a salary survey by February 1, 2014, after the elements of the salary survey are mutually agreed upon by the Districts and Association.
9. Effective July 6, 2013, the salary ranges for all employees except those filling the job classification of Fire Inspector and Master Equipment Technician will increase by 3.625%.
10. Effective July 6, 2013, the salary ranges for all employees filling the job classification of Fire Inspector and Master Equipment Technician will increase by 4.25%.
11. Any employee whose salary falls below the new salary range will receive a salary increase sufficient to bring them to the bottom of the new salary range.
12. Any salary increase due to a change in an employee's salary range will be deducted from any merit increase that would otherwise be payable to the employee. For example, if an employee receives a 2% salary increase in order to bring the employee's salary to the bottom of the new salary range and the employee subsequently is entitled to receive a 3% merit increase, the employee's merit increase would only be 1% after deducting the previous salary increase (3% merit – 2% prior pay range adjustment = 1%).
13. Effective July 20, 2013, the salary ranges for all employees except those filling the job classification of Fire Inspector and Master

Equipment Technician will decrease by 0.375%. All salary range decreases are due to the changes in the PERS contribution rates.

14. Effective July 20, 2013, the salary ranges for all employees filling the job classification of Fire Inspector and Master Equipment Technician will decrease by 1%. All salary range decreases are due to the changes in the PERS contribution rates.

B. Working Above Classification-Working in an Acting Position/Classification

Any employee assigned to work in an acting classification of Fire Captain or Battalion Chief will be compensated with an additional 5% of pay for all time worked in an acting capacity. This provision excludes trades between employees.

C. Call Back (for employees hired on or before July 1, 2008).

1. **Call Back Defined**
Call-back is defined as compensation earned for returning to duty after an employee has completed his/her regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours notice per NRS.
2. **Call Back Pay**
Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

D. Call Back (for employees hired after July 1, 2008).

1. Except as it may conflict with Nevada Administrative Code at 284.214, call-back pay is defined as compensation earned for returning to duty after an employee has completed his/her regular shift and is requested to return to duty with less than 12 hours' notice to respond to an emergency, except for any employee who is (1) called into work while on standby status, (2) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (3) called back to work if the work begins 1 hour or less before or after his/her scheduled work shift.
2. **Emergency** means a sudden, unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.

3. **Call Back Pay**
Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

E. Call Back (for employees hired after January 1, 2010).

1. Call Back is defined as returning to duty within 12 hours after one's regular working hours to respond to an emergency.
2. Emergency means a sudden, unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.
3. **Call Back Pay**
Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

F. Overtime

1. **Overtime Defined**
Overtime hours will be as defined by FLSA regulations. Any changes to the Districts' overtime filling practices or procedures will be agreed upon by the Association prior to implementation.
2. **FLSA Hours**
Each employee scheduled to work 56 hour shifts will be compensated 3 hours per pay period at straight time regardless of the actual number of hours worked.
3. **Compensatory Time for 40-hour employees**
Employees scheduled to work forty (40) hours per week earning overtime pay may elect compensatory time off in lieu of overtime paid. Said compensatory time off must be used within sixty (60) calendar days or it will be paid in the next pay period at the overtime rate unless this timeframe is extended in writing by the Fire Chief or designee. This section does not apply to 56-hour employees assigned to 24-hour shifts.

G. Holiday Pay

Twenty-Four Hour Shift Employees

Employees on a twenty-four hour schedule will receive two (2) lump sum allowances of sixty-six (66) hours of straight time wages on the first pay periods in December and July in lieu of working holidays. Each payment

will be considered compensation for the holidays during the previous 6 month period. New employees will be compensated for a prorata share of hours based on their hire date (e.g., an employee who is hired on March 15th with 108 days left in the semi-annual period will have his/her holiday pay calculated as follows: 108 days x 100% divided by 182.5 days = 59.18%; 59.18% of 66 hours = 39.06 hours). Should additional holidays be declared by the President of the United States, Governor of Nevada, or the Fire District Board of Commissioners and Paramedic District Board of Trustees, the disbursement will be increased by twelve hours for each additional holiday declared. Employees who leave the Districts employ prior to the start of the first pay period in December and July will not be eligible for the previous six months holiday pay.

H. Uniform Allowance

1. The Districts will provide an annual uniform allowance of \$900 per employee paid retroactively. One half of the uniform allowance will be paid the first pay period in December 2013 and one half will be paid in June 2014 for the prior six-month period. Any changes to the Districts' uniform procedure or changes to uniform requirements directed by the Districts will require the parties to meet and confer prior to implementation of these changes. Any changes to the uniform requirements may increase the amount of the uniform allowance due to any affected employee. This uniform allowance is all inclusive of uniforms, personal bedding and laundering, professional cleaning or personally desired and District approved safety equipment.
2. The parties may develop a uniform procedure and standard supply process.
3. All new employees hired after July 1, 2011, will be eligible to charge to an authorized vendor and/or to receive reimbursement for approved uniform items not to cumulatively exceed \$1,200. Receipts for uniform items must be submitted for reimbursement. After the successful completion of the initial probation period, a new employee will receive the next scheduled uniform allowance payment per Article 6(H)(1).
4. Any new employee who fails to pass probation shall turn in all equipment or uniforms issued or purchased through the provisions of this Article 6 to the District. Any purchased uniforms or equipment lost or damaged during the probation period shall be reimbursed to the Districts by the departing employee. The Districts may require probationary employees to sign an agreement that allows the Districts to deduct the costs of unreturned equipment or uniforms from a separating employee's check or

provide other relief. The Districts are solely responsible for this uniform program, including its creation and implementation.

I. Tuition Reimbursement

Tuition reimbursement will be consistent with Districts' Tuition Reimbursement Policy Number 200.17 in effect as of the execution of this agreement.

J. Hazardous Materials Team Assignment Incentive

Employees certified to the levels of Hazardous Materials Technician assigned by the District Fire Chief to the Quad County Hazardous Materials Team shall receive a monthly bonus payment of \$125 per month provided that the certification is maintained and all team requirements, as established by the Quad-County Hazardous Materials Team Administrative Committee, are met.

Employees certified to the levels defined in NFPA 1670 – Technical Rescue assigned to a recognized team officially established by the Districts and assigned to that team by the District Fire Chief will receive a monthly bonus payment of \$125 per month provided that the certification and all team requirements, as established by the Districts, are met.

K. Paramedic Preceptor Incentive

Any qualified employee that is assigned as a Paramedic Preceptor to an intern student will receive a Preceptor Incentive of \$300 for every 120 hours of service up to a maximum of \$1,200 per intern. Preceptors must perform in the preceptor capacity for a minimum of 240 hours and must follow all operational guidelines and protocols established by the Districts. Preceptor incentive pay will be received following the documented completion of the internship. All necessary documentation will be forwarded to District administration.

The responsibility of Preceptor selection will remain with the Districts. If for any reason a selected employee is unable to complete the Preceptor rotation, then the Districts will select an alternate and compensate the alternate as provided above.

L. Paramedic Certification Compensation

Any qualified employee that is assigned to a non-paramedic certification required position above the rank of Paramedic/Firefighter but holds and maintains a current paramedic certification in the State of Nevada, will receive a \$2,000 annual paramedic certification incentive. This will be paid in equal installments during the first pay periods in December and June, retroactive for the prior six-month period of time.

M. Training and Safety Assignment Incentive

1. Any Fire Captain assigned to the Training and Safety Assignment (the "Training Assignment") will receive Training and Safety Assignment incentive pay equal to 5% of the current hourly rate of the employee filling the assignment (the "Training Incentive"). The Training Incentive will commence on the first day the Training Assignment is accepted.
2. The Training Incentive will increase to a total of 8% of the current hourly rate of a Fire Captain filling the Training Assignment after acting within the Training Assignment for at least 12 consecutive months.
3. After filling the Training Assignment for 24 months, the Training Incentive will increase to a total of 10.5% of the current hourly rate of the employee filling the training Assignment and will remain at 10.5% during the remainder of the time the Fire Captain fills the Training Assignment.
4. Any Fire Captain performing the Training Assignment will continue to receive a PFP evaluation on the Fire Captain's promotional date. The Training Incentive will be recalculated at the Fire Captain's then-current Training Incentive percentage after any merit increase is awarded or any salary adjustment occurs.
5. When a Fire Captain leaves the Training Assignment and resumes the regular duties of a Fire Captain, the Fire Captain will no longer be eligible to receive the Training Incentive and will have a reduction in pay equal to the Training Incentive the Fire Captain received in the last pay period but will remain at the Fire Captain's current pay step.
6. Any Fire Captain that returns to the Training Assignment will receive the Training Incentive s/he was receiving at the same incentive step s/he held when s/he last held the Training Assignment.
7. If a Fire Captain that is filling the Training Assignment is promoted to Battalion Chief, then the Fire Captain will receive a promotional salary increase of 5% above his or her current salary, including the Training Incentive s/he was receiving immediately prior to his or her promotion.
8. A Fire Captain assigned to the Training Assignment will fulfill those duties for a minimum of one year. Only one Training Assignment will be vacated on a voluntary basis during any consecutive six-month period. No more than two Fire Captains may voluntarily vacate a Training Assignment during any consecutive 18-month period. If there is a vacancy due to a promotion, retirement or any other reason, then there will be only one voluntary vacancy available during the subsequent 12-month period,

unless otherwise specified by the Fire Chief or Deputy Fire Chief of Training and Safety.

ARTICLE 7

Medical and Dental Insurance

A. Cafeteria Plan

1. The Districts will continue to maintain a cafeteria benefit plan. A cafeteria plan recognizes that employees have diverse needs, and allows employees to choose benefits based on their individual needs.
2. The Districts will provide eligible employees with core medical, dental, vision and life insurance individual coverage and a specific dollar amount, which will vary dependent upon which medical plan he or she has selected, and whether the employee has opted for individual coverage or family coverage.
3. Employees may use remaining funds or salary deductions toward benefits on the cafeteria menu.
4. If a High Deductible Medical Plan with Health Savings Account is offered by the Districts, an incentive will be provided for employees to participate in the plan. The Districts will meet and confer with the Association prior to implementing a change of the current medical and dental program.
5. The core medical package may be optional for employees that can provide acceptable proof of comparable coverage through another source. Approval for a waiver of the core medical package will be at the discretion of the Douglas County Human Resources Manager. If an employee waives the core medical package, the employee will receive a fixed dollar amount per month in lieu of coverage, which they may use for items on the cafeteria menu after purchase of mandatory dental/vision/life insurance coverage.

B. District Fund Contribution Toward Health Benefit Package

1. The core medical package must be purchased unless waived pursuant to Section A(5) above. If waived, the employee will receive the monthly contribution set forth in C below.
2. The Districts will provide employees with employee only coverage \$515 per month toward the purchase of the core medical plan(s) or the actual employee only premium cost, whichever is greater.
3. The Districts will provide employees with employee plus dependant coverage \$775 per month toward the purchase of the core medical plan or the actual employee plus dependent premium cost, whichever is greater.

C. Monthly Contribution in Lieu of Core Medical Package

Core dental, vision and life insurance must be purchased with the monthly contribution of \$350.

D. High Deductible Medical Plan with Health Savings Account

If a High Deductible Medical Plan with Health Savings Account ("HSA") is offered by the Districts, the Districts will provide eligible employees with core medical, dental, vision and life insurance individual coverage at a specific dollar amount, which will vary dependent upon whether the employee has individual coverage or family coverage.

1. High Deductible Medical Plan with Health Savings Account

Under the High Deductible Medical Plan with Health Savings Account, employee medical premium costs and individual plan savings accounts will be funded as follows effective January 1, 2014:

	<u>Premium Contribution/Month</u>	<u>Annual Account Contribution</u>
Employee Only	100% of Premium	\$1,000
Employee + Spouse	100% of Premium	\$2,000
Employee + 1 Child	100% of Premium	\$2,000
Employee + 2 or More Children	100% of Premium	\$2,000
Employee + Family	100% of Premium	\$2,000

Annual Account Contribution Distribution

Fifty percent (50%) of the annual account contribution will be deposited in individual accounts two times each calendar year (the first full pay periods in January and July). If a plan participant experiences a qualifying event which results in a status change during the year, the premium and account contribution will change at that time. Account contributions will be recalculated and reflect the new account contribution rate. If a plan participant experiences a qualifying event which results in a status change between January and July, the account contribution for July will be prorated based on the participant's status when they had a qualifying event. The employee will receive the next scheduled account contribution payment based on the new status.

Probationary Employees

During the first year of employment, new employees will have the option of participating in the High Deductible Medical Plan with Health Savings Account or core medical plan. Half of the annual HSA Account Contribution will be paid when the employee is first eligible for insurance. The

second HSA contribution, will be made at the next lump sum payment period (January or July whichever comes first). New employees will be eligible for lump sum contributions to their High Deductible Medical account with Health Savings Account, as set forth in Section D(1) regardless of premium increases, not to exceed the Annual Account Contribution per year.

E. Premium Increases/Decreases

1. Under the High Deductible Medical Plan with Health Savings Account option, any increase in premium costs over the life of this contract will be deducted from the Annual Account Contribution amount and applied to the increased coverage expense. The Districts will pay for any insurance premium increases from 0 – 5%. The employee will pay for any insurance premium increases from 6 – 10% through a deduction from the Districts' annual contribution to the employee's HSA account. The Districts' annual contribution to the employee's HSA account will be decreased by half of any premium increase over 10% and the Districts will absorb the other half of the premium increase over 10%.
2. The Districts will absorb any premium increases in excess of the Districts' premium cost contributions from 0 – 5% for the HMO and PPO plans. The employee will absorb any premium increase greater than 5% to 10%. The employee and the Districts will each pay 50% of any premium increase greater than 10%.
3. The Districts will retain any decreases in premium costs during the term of this agreement.
4. For the purpose of calculating future premium increases, the premiums in effect as of January 1, 2013, will be used by the parties as the baseline for calculating premium increases.
5. If St. Mary's Health Plans is replaced by a new insurance provider during the term of this agreement, then the parties agree to reopen Article 7 for negotiation.

F. Benefits Committee

If Douglas County allows East Fork to appoint at least five members to the Douglas County Benefits Committee, then two representatives from the Association will serve as members of the Douglas County Benefits Committee.

ARTICLE 8 Hours

A. Work Week – 56 Hour

The normal workweek for employees covered by this agreement shall consist of fifty six (56) hours scheduled in twenty four (24) hour shifts. Scheduling shall reflect three (3) platoons, "A," "B," and "C" with each platoon alternating on a schedule of two (2) consecutive twenty four (24) hour shifts then followed by four (4) consecutive twenty four (24) hour days off. Districts reserve the right to return to the Kelly or other schedule based on operational or financial requirements as determined by the Fire Chief or designee. Any change from current work schedule would be preceded by 60-calendar day written notice to the Association and negotiation over the impacts and effects of change.

B. Work Week – 40 Hour

The normal work week for employees covered by this agreement shall consist of forty (40) hours per week.

C. Work Week Conversion

When an employee moves from a 56 hour a week position to a 40 hour a week position, annual and sick leave balances will be multiplied by 5/7 to convert to a forty hour work week equivalent. When an employee moves from a forty (40) hour a week position to a 56 hour a week position, annual and sick leave balances will be multiplied by 7/5 to convert to a fifty-six (56) hour work week equivalent.

D. Public Access Hours

Shift hours begin at 07:30 and end at 07:30 the following day. In as much as NRS Chapter 288 provides for the District to schedule working hours and shifts, "Public Access Hours" are defined as 08:00 to 17:00 daily except as required by alarms and/or other emergencies. These hours may be modified as directed by the Fire Chief, within the constraints of safety considerations and normal, reasonable and accepted practices.

ARTICLE 9

Leaves

A. Court Time

Court appearances are considered to be prescheduled duty and not subject to call back provisions of this agreement.

1. If an employee is summoned for jury duty on his/her regular workday, he/she will receive full pay but will refund any compensation received for jury duty to the Districts for any workdays that were missed.
2. An employee summoned for jury duty on his regular workday will be excused for his/her entire shift. However, if the employee is excused from jury duty before 5:00 p.m. and is not required to appear for jury duty the next day, the employee will return to the workplace to complete his/her regular assigned shift. This can be waived by the Districts administration on a case-by-case basis.
3. If an employee appears on his/her regular workday in any court or before any grand jury as a party to an action arising out of his/her employment or as a witness to observations or knowledge received in the course of his/her employment, he/she will receive full pay and time off from his/her regular workday, but will refund any witness fee to the Districts. However, if the employee is excused from court duty before 5:00 p.m. and is not required to appear for court duty the next day, the employee will return to the workplace to complete his/her regular assigned shift.
4. If an employee's presence is required outside of the employee's regular shift to give testimony or a statement concerning observation or knowledge made or obtained in the course of his/her employment at a deposition by subpoena or for an interview at the direction of the courts, or at the direction of the District Fire Chief, the employee will be paid overtime for the time required for such an appearance. A two (2) hour minimum payment of overtime will be paid to the employee. The employee will notify their supervisor as soon as possible when court action requires the employee to be present.
5. Employees will not serve as expert witnesses unless specifically authorized by the Districts.

B. Annual Leave**1. Basis of Accrual**

All unit employees who are employed on a continuous full-time basis will accrue annual leave on the basis of the schedule below, provided they are assigned to a 56-hour work week:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>FACTOR</u>
0 - 4 years	6 shifts (144 Hours)	.0495
5 - 9 years	8 shifts (192 Hours)	.0659
10 – 14 years	10 shifts (240 Hours)	.0825
15 years or more	12 shifts (288 Hours)	.0989

All unit employees who are employed on a continuous full-time basis will accrue annual leave on the basis of the schedule below, provided they are regularly assigned to a 40-hour work week:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>FACTOR</u>
0 - 4 years	88 hours	.0423
5 - 9 years	136 hours	.0654
10 – 14 years	160 hours	.0769
15 or more years	176 hours	.0846

2. Accrual during Probation

Employees will accrue Annual Leave during their probationary period but will not be granted annual leave during said period until he/she has been employed continuously for at least six months.

3. Payment on Separation

Employees who have completed at least six months of continuous service and leave the Districts will be paid for accrued annual leave.

4. Payment on Death

If an employee dies, who was entitled to accumulated annual leave under the provisions of this Article, the heirs of the deceased employee will be paid an amount of money equal to the number of hours of annual leave earned or accrued multiplied by the hourly rate.

5. Carry-over of Annual Leave to Following Year

A total of no more than 336 hours (56 hour employees) or 240 hours (40 hour employees) of annual leave may be credited to an employee. Any unused hours will be removed as of December 31 of the calendar year.

6. **Approval for Use of Annual Leave**

All annual leave will be taken at a time mutually agreeable to the employee and his/her supervisor within the guidelines of the most recent applicable Districts Policy. The parties agree to meet and confer to write an annual leave procedure during the life of this contract.

- a. Annual leave hours will be considered hours worked for FLSA purposes.

7. **Compliance with FLSA**

The Districts will make such changes in this article and any others, as well as in practice, in order to fully comply with the Fair Labor Standards Act (FLSA) and any implementing regulations thereto. The Districts will notify the Association of proposed changes prior to implementation. Upon request by the Association, the Districts will meet with Association representatives to discuss the proposed changes. Any changes that may negatively impact the employees work hours, overtime, or overtime pay will be negotiated. This agreement will not be construed to provide any benefit beyond what is required by the FLSA.

8. **Catastrophic Leave**

Annual leave balances in excess of 336 hours (56 hour employees) and 240 (40 hour employees) hours will be credited to the employee's sick leave as a new category as catastrophic sick leave which along with sick leave is subject to the overall sick leave current maximum. The catastrophic sick leave can be used by the employee when the employee's sick leave reaches zero or donated to another employee under paragraph C and will not exceed the maximum allowed accrual of sick leave.

C. Sick, Bereavement, and Injury Leave

1. **Sick Leave**

a. **Basis of Accrual**

All employees within the bargaining unit who are employed on a continuous full-time basis will accrue sick leave at the rate of .0495 hours for each hour paid up to a maximum of one hundred and forty-four (144) per year for 56-hour employee or 88 hours for 40-hour per week employees (.0423 hours for each hour). Only regular hours paid will affect sick leave accrual.

Beginning the first pay period in January 2014, all 56-hour employees within the bargaining unit who are employed on a continuous full-time basis will accrue sick leave at the rate of .0577

hours for each hour paid up to a maximum of one hundred and sixty-eight (168) hours per year or 88 hours per year for 40-hour per week employees (.0423 hours for each hour). Only regular hours paid will affect sick leave accrual.

In the event a minimum manning policy is implemented during the life of the contract which reduces the Districts' sick leave liability, effective July 1 of the next fiscal year, all unit employees who are employed on a continuous full-time basis will accrue sick leave at a rate of .0577 hours for each hour paid up to a maximum of one hundred and sixty eight (168) hours per year. Only regular hours paid will affect sick leave accrual.

b. Maximum Accrual

A total of no more than one thousand and eight (1008) hours of regular sick leave may be credited to an employee. However, 56-hour employees who have one thousand and eight (1008) hours of sick leave accrued as of January 1 of each calendar year may accrue an additional one hundred and sixty-eight (168) hours during the calendar year, which may be used when accrued during that calendar year. Any unused hours will be removed as of December 31 of the calendar year.

A total of no more than seven hundred twenty (720) hours of regular sick leave may be credited to a 40-hour employee. Any unused hours will be removed as of December 31 of the calendar year.

c. Authorization for Use of Sick Leave

1. Employees are entitled to use sick leave only when he/she or a member of the employee's immediate family is incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in accordance with the Family and Medical Leave Act. Written medical verification for sick leave for more than two (2) consecutive shifts for 56-hour employees or 5 consecutive work days for 40-hour employees will be required and submitted to the appropriate Chief Officer. An employee may be required to be examined by a physician selected by the Districts for verification purposes and paid for by the Districts unless covered by health insurance at no expense to the employee.

2. Sick leave may be taken in 1 hour to 24-hour increments. Sick leave hours will be considered hours worked for FLSA purposes.

2. **Bereavement Leave**

Bereavement leave of four shifts for 56-hour employees or 80 hours for 40-hour employees of accumulated sick time may be taken for a death in the employee's immediate family. The District Chief may approve bereavement leave for a longer period of time. Immediate family is defined as a spouse, parents, children, brothers, sisters and grandparents of the employee or the employee's spouse. In the case of any other relative of the employee, the District Chief may authorize such sick leave and will so notify the Douglas County Human Resources Manager in writing.

3. **Injury Leave**

- a. An employee within this bargaining unit, who suffers an injury during the course of his/her employment will be entitled to Injury Leave and subject to any limitations imposed by this chapter or state law. Injury means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial body parts. Any injury sustained by an employee while engaging in an athletic or social event sponsored by the Districts will be deemed not to have arisen out of or in the course of employment unless the employee received compensation for participation in the event.

For employees injured on duty and accepted for worker's compensation benefits which exceeds 2 shifts for 56-hour employees or 40 regularly scheduled hours for 40-hour employees, the Districts will cover the remainder of all required leave for up to 120 calendar days. During the 120 calendar days no employee leave deduction (sick, vacation, or comp time) will be used. After 120 calendar days the employee will use accrued leave. Light duty will be made available to employee at the convenience of the Districts. The employee must follow all prescribed written safety policies and procedures to qualify for Injury Leave (e.g. wearing full protective clothing and equipment when necessary, using tools and equipment properly, and exercising prudent care while performing assigned functions).

An employee may request injury leave at any time following the injury to the Deputy Chief (training and safety) or his/her

designee. Acceptance or denial of Injury Leave is not subject to the grievance procedure. However, the employee may appeal in writing to the District Chief within ten (10) days of being denied Injury Leave.

When an employee is eligible at the same time for benefits under applicable sections of the Nevada Revised Statutes and for sick leave or injury leave benefit, the amount of sick leave or injury leave benefit paid to said employee shall not exceed the differences between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under required sections of the Nevada Revised Statutes for that pay period. Any usage of such leave shall be deducted from the employee's sick leave balance. The employee may apply for short-term disability subject to acceptance by the insurance carrier.

The Districts will follow state law with respect to Occupational Illness or Disease.

b. Total Compensation

When an employee is eligible for benefits under Chapter 616 or 617 of the Nevada Revised Statutes, the payments provided to an employee under those chapters of the Nevada Revised Statutes, exclusive of payment of medical or hospital expenses, will be the total compensation received by the employee. Employees may use annual leave, compensatory time off, or sick leave to cover the one-third of wages not paid by Public Agency Compensation Trust (PACT) or Injury Leave as stated above.

4. Leave Donation

Employees covered by this agreement who require additional leave time due to a catastrophic illness or injury may request additional leave time through notification to the Association's Executive Board. All donations of leave time to the requesting employee will only be donated from the donor's annual leave bank or catastrophic sick leave bank at the donating employee's current base rate of pay then recalculated based on the requesting employee's base rate of pay in order to determine the number of hours the donor's time will represent to the requesting employee. Any unused donated time will be returned to all donors on a prorated basis after being recalculated. No employee will receive more than 240 donated hours (for 56-hour employees) or 160 donated hours (for 40-hour employees) in any calendar year.

5. **Verification of Leave Use**

The Districts reserve the right to investigate any employee's use of sick or injury leave under Article 9 and to otherwise substantiate the factual basis for an employee's absence from work if sick or injury leave is used during the same week that the employee accrues overtime.

D. Sick Leave Payoff

1. Employees with 10 years of service will be compensated at the rate of 40% of the normal hourly rate for all hours of accrued sick leave upon the employee's voluntary separation from the employment of the Districts. An additional 1% in compensation will be paid upon termination of employment for each year of service over ten years to a maximum of 50%. No employee will be entitled to receive the compensation provided for by this section for accrued sick leave until he/she has served a minimum of ten years in Districts' employment.
2. Sick leave payoff amounts may be directed by the employee into post retirement medical account should a program be developed and offered by the Districts. The Districts and the Association will meet and confer prior to implementation of such a program. The failure to develop, implement or meet and confer the possible establishment of such a program will not be grounds for violation of this article, will not be subject to the grievance procedure of this contract, is subject to all applicable state and Federal laws, and is solely at the Districts' discretion.
3. At the employee's option, instead of being compensated directly for sick leave, the Districts, with approval of PERS, will transfer compensable sick leave at the calculation referenced in D(1) through the provided Deferred Compensation Programs offered and then, at the employee's initiative, be converted to PERS retirement credits.

E. Light/Modified Duty Assignments

1. For any employee covered by this agreement whose physical condition prevents him/her from performing his/her normal work duties as assigned, at the convenience of the Districts, the Districts may place him/her in an assignment in which the employee can perform work consistent with his/her condition. The Districts agree to place employees into light duty assignments within the Districts areas of responsibility.
2. Employees who have been on authorized Injury Leave due to work-related injury under applicable workers' compensation law will,

upon release from his/her doctor and upon presentation of said release, return to work in a light duty assignment if one is available. Any assignments to light duty will be in conformance with limitations imposed by the employees treating physician, and no employee will be assigned light duty tasks that would predictably prolong the rehabilitative process or otherwise increase the risk of further injury.

3. The intent of this provision is to permit employees to return to work as soon as is medically possible within the requirements of applicable workers' compensation laws. Further, the parties understand that light duty refers to tasks other than the full range of the employees' regular assigned duties.
4. Nothing in this section will require the Districts to create a light duty assignment.
5. The assignment to a light duty assignment under this section will not be optional for the employee. If an employee turns down the assignment, no regular compensation will be provided. Sick Leave, Annual Leave, or Leave Without Pay use is permitted.

F. Leaves of Absence

1. **Eligibility**
Leave without pay (LWOP) may be granted to an employee who desires time off from the Districts service and does not have annual leave or compensatory time off available.
2. **Short Term LWOP**
LWOP of thirty (30) days or less may be granted for the good of the public service by the appointing authority.
3. **Long Term LWOP**
LWOP of thirty (30) days or more may be granted for the good of the public service by the appointing authority. The employee will retain his/her status as a public employee and the pay, accrued leave, and benefits accrued prior to the leave for a period not to exceed twelve (12) consecutive weeks or a period allowed by the Family and Medical Leave Act. Leave must be approved by the District Chief or Districts Board.
4. **Military Leave**
An employee who is an active member of the National Guard or reserve component of the United States Armed Forces will notify the Districts of their active status upon their hire date or immediately upon activation. An employee who is an active member of the National Guard or any reserve component of the

United States Armed Forces will, upon request, be relieved from his/her duties to serve orders for military duty, without loss of pay or accrued leave for a period not to exceed fifteen (15) workdays in any calendar year. The duration of the workday will be dependent upon the orders received and the employee's ability to return to work in the twenty-four hour shift.

The employee will make their reserve status known to the Districts at the beginning of each calendar year and will provide any known reserve obligations to those responsible for staffing a minimum of 30-days in advance except during times of military conflict or other emergency activations.

5. If an employee is off work for more than one (1) month due to any type of leave or shift trading arrangement due to an injury or illness, the District may require the employee to undergo a medical examination to determine fitness for duty. The cost of the medical examination shall be at the Districts' expense. The physical shall be a fit for duty physical examination related to the injury or illness. The employee may appeal the decision by providing a written second opinion to the Districts by a doctor of the employee's choice at the employee's cost.

G. Professional Development Leave

The purpose of professional development leave is to enable an employee to attend professional development training or classes when he or she is scheduled to work. Professional development leave will not be used for mandatory departmental training. Professional development leave may be used when an employee is scheduled to work but desires to attend any educational instruction that is directly related to the employees present position or which would enhance advancement potential for a career path within the employee's current job classification.

All bargaining unit employees who have less than one year of service with the Districts as of July 1, 2013, are ineligible to receive or use professional development leave. All bargaining unit employees who have more than one year of service with the Districts as of July 1, 2013, are employed by the Districts on a continuous full-time basis, and are assigned to a 56-hour work week will be given up to forty-eight (48) hours of professional development leave per fiscal year. Any professional development leave that is not used will not be carried over from year to year and will be forfeited. Professional development leave time must be scheduled and approved by a Deputy Fire Chief or the Fire Chief and is subject to the operational requirements of the Districts.

H. Association Business

The Executive Board members of the Association or their designees will have access to a "pool" of ninety-six (96) hours per calendar year to conduct Association business without loss of pay or benefits ("Association Time"). Each of these eligible employees may draw upon this pool of Association Time, as may be required, until all Association Time is used. It will be the responsibility of the Association president to track and control the use of Association Time and must provide to the Fire Chief at least a quarterly record of the Association Time used during the preceding quarter and identify the individual(s) who utilized Association Time. The Executive Board members will notify the District administration at least ninety-six (96) hours in advance of the use of Association Time so that appropriate adjustments to staff assignments can be made.

Employees with a minimum balance of forty (40) hours of accrued annual leave may donate a maximum of eight (8) hours of accrued annual leave per year, at the donee's base hourly rate, to the pool of Association Time in addition to the ninety-six (96) hours granted by the District. Any donated leave will be accounted for in the pool of Association Time and given a cash value based on the donor employee's base hourly rate. The maximum cash value of donated leave to the pool of Association Time must not exceed \$2,500 and no more than \$2,500 of donated leave time may be available for Association business during any fiscal year. Association Time used from donated annual leave will be deducted from the pool of Association Time at the user's base hourly rate. The use of Association Time may not cause additional overtime costs to the Districts.

If attending meetings and using Association time while on duty is not possible, then up to two (2) members of either the negotiating or the grievance committees will be allowed time off for such meetings if the meetings: 1) Have a direct relationship to the preparation for negotiations or the processing of any grievance and 2) The meetings take place at a time when the two Association members are scheduled to be on duty. The Association will notify the District administration in advance of the time of the absence so that appropriate adjustments to staff assignments can be made. The total hours used for all purposes under Article 9, Section H must not exceed 96 hours and any donated leave time complying with the terms of Article 9.

ARTICLE 10

Shift Trades

A. When an employee wishes to trade a work period with another employee, the following criteria shall be followed:

1. In order to qualify under FLSA, an agreement between individuals employed by a public agency to substitute for one another at their own option must be approved by the Districts. This requires that the Districts approve of the arrangements prior to the work being done, i.e., the Districts must know what work is being done, by whom it is being done, and where and when it is being done.
2. Both employees and the supervising captain must fill out, date and sign a shift trade form provided by the Districts, no less than 24 hours before the trade is to take place. Upon completion of the form, it will need to be approved by the battalion chief and entered into the district staffing software prior to the traded time being considered a binding contract. All requests made with less than 24 hours notice will require written approval by the on-duty Battalion Chief or Duty Chief.
3. Responsibility for arrangement for the repayment of such time rests with the employees involved. Traded time will be a contract between employees. The Districts have no authority to enforce the pay back of owed time between employees.
4. No obligation shall be placed upon the Districts for repayment of time voluntarily trades or repaid between employees. No obligation, financial or otherwise, shall accrue to the Districts because of such shift trades. Therefore, hours worked by an employee working a shift as the result of a shift trade shall be excluded from any overtime calculation for FLSA purposes. However, the regularly scheduled employee shall be compensated as if he/she had worked his/her normal schedule for the traded shift for FLSA purposes. Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual or sick leave balance, as appropriate, reduced hour for hour up to twenty-four (24) hours.
5. Traded time in which the employee agreeing to work has the qualifications to work at the rank of the employee they have agreed to work can be entered into the Districts staffing software at the Captain level.
6. All exceptions must be approved by the on-duty Battalion Chief or Duty Chief for the scheduled day of the shift trade.

7. If the District promotes an employee outside the bargaining unit, that employee shall fulfill all of his trade obligations, prior to the promotion taking effect.

B. The following limitations to personal trades shall apply:

1. No employee on sick leave will be permitted to trade to work for another employee.
2. No employee with less than six months of service shall be permitted to trade.
3. All trades must involve a minimum duration of one (1) hour.

C. Employees may utilize the following trade times:

1. Employees must provide proof that they have fulfilled their trade requirements for the District staffing software.
2. Employees shall not trade for other commodities other than repayment at their normal rate for the hours the employee worked or for a straight shift for shift trade.

Nothing herein shall be construed to diminish the Districts' management rights under NRS 288 or the Management Rights clause hereof.

- E.** When an employee has an FMLA qualifying event, the District Fire Chief shall extend FMLA to a maximum of 10 months. During that time the employee may use annual leave, sick leave, trades, and leave without pay as the employee chooses.

ARTICLE 11

Probationary Periods

A. Initial Probation

Upon initial appointment, all unit employees will serve the equivalent of twenty-six (26) bi-weekly pay periods of full-time service as a probationary period. During this time, the employee may be dismissed without cause or right of appeal and shall be considered "at will".

B. Promotional Probation

Upon promotion to a classification with a higher salary schedule, a unit employee will serve the equivalent of twenty-six (26) bi-weekly payroll periods of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal.

1. Any employee who has not completed the initial "at will" probationary period in the lower classification and accepts a promotion may have four (4) additional bi-weekly pay periods extended to the employee's initial "at will" probation but in no event shall any employee serve a cumulative "at will" probationary period of longer than thirty (30) bi-weekly pay periods. The employee shall be required to successfully complete the promotional probation as stated in Article 11, Section B. The employee will only have rights to return to the previous position after successful completion of the "at will" probationary status.
2. If all employees within a classification are moved and the change is considered a non-promotional movement, then the affected employees will not be subject to a probationary period.

ARTICLE 12

Effects of Layoff

A. Layoff Order

Employees will be laid off based on lowest level of Departmental seniority in accordance with Article Management Rights and Seniority 5 or 13.

B. Notice

Employees due to be laid off will be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.

C. Bumping

In lieu of being laid off, an employee may elect to demote to any job classification of a lower maximum salary within the same job classification. An employee being bumped will be treated as if laid off and will have any bumping rights granted to the employee under a labor contract with the Districts. A decision to bump must be made by the affected employee within seven (7) calendar days of notification that they will be laid off.

D. Posting

The names of permanent and probationary employees laid off, will be placed on the reemployment list for twenty-four (24) months. All employees eligible for rehire status must meet all eligibility requirements of the position. Employees will be recalled one time in the order in which their names are listed on the reemployment list. If a recalled employee does not accept the recall offer at that time he/she will be removed from the list.

E. Reemployment

Employees who are reemployed within twenty-four (24) months after they are laid off, will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff. Upon reemployment within twenty-four (24) months, the employee will be eligible to accrue sick and annual leave at the same rate as when the layoff occurred (if a sick leave buyback option is exercised at the time of termination, no remaining sick leave accrual will be reinstated).

F. The layoff process may be adjusted to meet specific circumstances or other alternatives considered to meet the needs of the Districts and Association, which must be mutually agreed upon in writing by both parties. The parties will meet and confer on any adjustments regarding the layoff prior to layoff being implemented.

G. Should the Districts determine layoffs are necessary and will reduce shift staffing below 18 bargaining unit employees per shift, the Districts will first notify the employees who are to be laid off and then will provide a list of such employees to the Association along with applicable seniority list(s).

The Association may request to meet and negotiate over the impacts and effects of the layoffs with the Districts.

ARTICLE 13

Seniority

A. Types of Seniority

Two types of seniority will be established: Departmental (overall) Seniority and Rank (time in grade) Seniority.

1. Departmental Seniority will be determined by the following criteria:
 - a. An employee's Departmental Seniority will be determined based upon continuous full time employment with the Districts as determined by the hire date for a full time position.
 - b. For the purpose on settling a tie, should two or more employees have the same hire date, the tied employee's seniority will be based upon their order on the ranked hiring list. If employees are tied on hiring list, the tied employee's seniority will be determined by the Fire Chief.
 - c. Continuous service will be broken only by resignation of a full time position, discharge, or retirement.
2. Rank Seniority will be determined by the following criteria:
 - a. An employee's Rank Seniority will be determined based upon the date an employee is hired or promoted into the rank in which they hold.
 - b. For the purpose on settling a tie, should two or more employees have the same hire/promotion date, the tied employee's seniority will be based upon their order on the ranked hiring/promotion list. If employees are tied on hiring/list, the tied employee's seniority will be based upon Departmental Seniority.
 - c. An employee that is demoted to a lower rank will be placed within that lower ranks seniority list, based upon the date in which they would have originally qualified for placement in that rank. If any ties exist, the above procedure will be used to determine seniority.

B. Seniority List

1. Upon completion of this agreement, lists defining the Departmental and Rank Seniority will be agreed upon. These lists will become the only working and approved seniority lists.
2. The list will be updated upon any changes within seniority. The changes will be agreed upon between the Fire Chief or their

designee and the EFPF President or their designee. Once agreed upon, the list will be distributed to district office, all staffed stations and the EFPF Secretary.

ARTICLE 14

Promotion/Demotion

- A.** The Districts will consider its own qualified employees for promotional opportunities at the discretion of the Fire Chief up to and including all positions recognized by Article 3 of this agreement prior to considering qualified outside applicants.
 - 1. The Districts will maintain ranked promotional eligibility lists for two years for positions listed in Article 3, Section B(1).
 - 2. Eligible employees will have the prerequisite certifications and experience for the position being tested. The Districts will not lower the prerequisite certifications and experience if no qualified employee candidates exists.
- B.** Nothing in this Agreement will prohibit the Districts from hiring an outside applicant for any position if, in the sole discretion of the Fire Chief or other hiring authority, no employee applicant possesses the necessary qualifications, credentials and skills for the position.
- C.** The Districts reserve the right to design, develop, and administer all testing procedures. Prior to the posting of testing procedures, the Association President or his/her designee will be provided an overview of the test components for review and comment.
 - 1. These procedures may consist of written test, assessment centers, candidate schools, intern programs or a mixture of these components. The Districts will be responsible for ensuring that all aspects of the promotional process are competitive, content valid, and reflective of the position for which the process is intended to fill. The weighting of each aspect of the procedures will be determined by the Districts. The Districts will have the exclusive authority to determine the passing scores for each component of the promotional process and determine the number of candidates that move on to the next step of the promotional process.
- D.** Employees promoted to a position in a higher classification will receive a promotional pay increase of 5%. However, any promotional pay increase may not result in a salary that either exceeds the top of the new pay range or is lower than the bottom of the new pay range. Employees that are demoted, either voluntarily or involuntarily, to a position in a lower job classification will receive a salary decrease of at least 5%. The new pay rate must not exceed the top of the new pay range of the new job classification.

- E.** The Districts will conduct a performance review of any person within a position/classification for more than six (6) months that is promoted into a higher position/classification. A prorated merit increase will be applied to the salary before determining promoted salary. Prorated amount will be based upon the length of time in the position since the last evaluation period.
- F.** After the probationary period expires, members wishing to transfer back to their respective position will apply in writing. Requests in writing for transfer back to their former position will be honored without prejudice as vacancies permit. Such members will assume their former classification at a pay rate as outlined in D above. For a period of one year following the date of transfer the employee will not be eligible for promotion during this period. This one year period shall not be considered probationary.

ARTICLE 15 Retirement

Retirement will be handled in accordance with applicable sections of NRS Chapter 286.

ARTICLE 16

Grievance Procedures

A. Definitions

1. **Grievance**
A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of Districts Rights (Article 5) is not grievable. The grievance procedures of this contract may not be used to collaterally or otherwise challenge or attack separate judicial, quasi-judicial, or administrative proceedings.
2. **Grievant**
A grievant is an employee, in the Association, or the Districts, who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of the Districts or the Association as a group grievance and will thereafter be represented by a single grievant. The Association may be a grievant in cases limited to alleged violations of sections which provide specific benefits to the Association (excluding Article 5).
3. **Grievance Committee (Executive Board)**
The Grievance committee shall include at least four members of the Executive Board and the grievant.
4. **Day**
The term "day" will mean a business day, excluding all holidays recognized by the Districts.

B. Process

1. **Grievance Determination (Step 1)**
The Grievance committee, upon receiving a written and signed petition, shall determine if, in their opinion, a grievance exists. If in their opinion no grievance exists, no further actions shall be taken.
2. **Informal Resolution (Step 2)**
If the Grievance Committee believes a grievance does exist, the grievance committee shall, within thirty (30) days from the event giving rise to a grievance or from the date the committee could reasonably have been expected to have had knowledge of such event, the committee shall orally discuss the grievance with the grievant's Battalion Chief or above in order to try and reach an informal resolution. A decision must be reached by the grievance committee within seven (7) days.

3. **Formal Resolution (Step 3)**
If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may within five (5) days of such receipt of such answer file a formal written grievance with the Deputy Fire Chief (as designated by the Fire Chief) for adjustment. The written grievance must contain a statement describing the grievance, and the remedy requested by the grievance committee. The Deputy Fire Chief shall, within five (5) days have a meeting with the grievant and within five (5) days thereafter give a written answer to the grievant.
4. **Written Appeal from Formal Decision**
If the grievant is not satisfied with the written answer from the Deputy Fire Chief (or designee) the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Fire Chief. Within twenty-one (21) days of receipt of the written appeal, the Fire Chief (or designee) shall investigate the grievance which may include a meeting with the concerned parties, and thereafter give written answer to the grievant. The written answer shall be final and binding unless, within fourteen (14) days of receipt of the written answer, the committee notifies the Fire Chief or designee of its intention to appeal the matter to the External Hearing Officer (EHO). See Article 18 for External Hearing Officer (EHO).

C. General Provisions

1. If the Grievance Committee fails to carry a grievance forward to the appropriate level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If the Deputy Fire Chief or Fire Chief fails to respond with an answer within the given time period, the Grievance Committee may appeal a grievance to the next level as if the Committee had received a negative answer on the final day of the period available for the response.
3. The grievant may be represented by a person of the grievant's choice at the formal or informal level of this procedure.
4. Time limits and the formal level of this procedure may be waived by mutual written consent of the parties.
5. Proof of service shall be accomplished by personal service.

ARTICLE 17

Discipline

A. Basis for Disciplinary Action

The tenure and status of every post-initial probationary unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action shall be for just cause and may, in addition to the causes set forth in the written personnel ordinances and policies, rules or regulations, be based upon any of the following grounds: failure to fully perform required duties, insubordination, failure to comply with or abuse of written Districts policies or rules, unexcused absences, misuse or abuse of the Districts' property or equipment, substandard job performance, conviction of a crime, and commission of other acts which are incompatible with service to the public. If the infraction warrants serious discipline, nothing in this Article precludes the Districts from imposing the most severe without the progressive disciplinary process.

A copy of adopted County and Districts policies and procedures will be provided to the Association and to each work site. The Association will receive all updates to the County and Districts policies and procedures in a timely manner.

1. Investigative Interviews. Prior to an investigatory interview related to disciplinary action, an employee will be notified by the Districts that he/she may be accompanied by an Association representative. Reasonable notification will be during public access hours and will be a minimum of six (6) hours prior to the investigatory interview, except when circumstances may require the investigatory interview, excluding recognized Districts holidays. The interview can be held sooner if agreed to by mutual consent.

B. Types of Discipline

Five types of discipline are recognized for purposes of applying one of the procedures under this article, they are:

1. Counseling
Counseling is the process between a Captain or above and a subordinate designed to correct employee problems through the identification of an issue and the creation of an action plan to address the issue. It is utilized for minor discrepancies that can be remedied through early intervention. This may be documented in the current performance evaluation system. Counseling will be conducted by the Captain or above. Counseling is not subject to grievance.

2. **Verbal Reprimand**
The verbal reprimand is the second step in the disciplinary process whereas Captains or above are unable to correct behavior through the counseling phase. The verbal reprimand reinforces previous counseling sessions and will be documented in the current performance evaluation system in use by the Districts. Verbal reprimand will be conducted by the Captain or above. Verbal reprimand is not subject to grievance, remedy may be sought through normal performance evaluation process.
3. **Written Reprimand**
The written reprimand is the next area in the progressive discipline process and should be utilized when the previous steps have failed to correct behavior or when the initial offense or actions warrant such action. A reprimand, the details of which are committed to writing and placed in the employee's personnel file. Any written reprimand will be conducted by the Battalion Chief or higher. A copy of the employee's response to a written reprimand will be attached to the written reprimand and placed in the employee's personnel file in Human Resources.
4. **Short Suspension**
(Severe Disciplinary Action)
Includes any disciplinary suspension(s) without pay which, when accumulated with previous disciplinary suspension(s) within a twelve (12) month period, if any, does not exceed two (2) shifts for 56-hour employees and 40 hours for 40-hour employees. Short suspension will be conducted by the Battalion Chief or higher.
5. **Long-Term Suspension, Demotion or Discharge**
(Severe Disciplinary Action)
Includes disciplinary suspension(s) without pay of more than two (2) shifts for 56-hour employees or 40 hours for 40-hour employees within a twelve (12) month period, demotion, or discharge. Long-term suspension will be conducted by the Deputy Fire Chief or higher.

C. Appeal from a Written Reprimand

The next level of supervisor shall review the reprimand upon the request of the employee prior to the reprimand being placed in the employee's personnel file. The supervisor shall comment on the merits of the reprimand and to the validity of the infraction. The employee may request to have representation during this process.

D. Notice

In cases involving severe discipline the person administering the discipline will provide to the employee in person a written statement containing:

1. A description of the events, which necessitated the proposed disciplinary action;
2. A statement of the charges;
3. A statement of the proposed disciplinary action;
4. Notification that the employee may review or make copies of available materials leading to the action; and
5. The right of the employee and an Association representative or counsel to meet with the Deputy Chief or Fire Chief at a given time and place or to submit in writing his/her response to the proposed action;
6. A statement of the employee's right to representation.

E. Employee's Response

An employee's opportunity to respond is not intended to be an adversary hearing. However, the employee may present witnesses in support of his/her opposition to the proposed severe discipline. The limited nature of this response does not obviate management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline. The employee may be accompanied and represented by a person of his choice during this procedure.

F. Management's Decision

Following a review of the employee's response to the proposed severe disciplinary action the person administering the discipline will serve the affected employee by personal delivery, a statement signed by him/her indicating, if applicable, management's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.

G. Appeal from Severe Disciplinary Action

The disciplinary hearing decision may be appealed by the employee in accordance with the Grievance Procedure (Article 16) and/or the External Hearing Officer (EHO) Procedure (Article 18) of this agreement.

H. Acting Battalion Chiefs

Employees serving in the acting capacity of Battalion Chief classification pursuant to Article 6, Section B will be subject to this Article during said acting capacity.

ARTICLE 18

External Hearing Officer

A. Designation

The External Hearing Officer (EHO) will be designated by the parties, by either party requesting a list of retired Nevada judges obtained from the Nevada Supreme Court or other agreed upon recognized arbitration associations to reduce the fiscal impact on both organizations. If the parties cannot agree on the selection of an EHO from the list, the following procedure must be utilized:

1. For the first matter that requires an EHO during the term of this agreement, the Association will first strike a name off the list, followed by a strike by the Districts. The parties will then continue to strike names in the same order until only one name remains. That person will serve as EHO.
2. On the second matter that requires an EHO during the life of the agreement, the Districts will strike first, followed by the Association until only one name remains.
3. If the individual selected as the EHO cannot hear the matter within a reasonable time, the parties will repeat the striking procedure.

B. Costs

The fees and expenses of the EHO and of a court reporter, if used, will be shared equally by the employee organization and the Districts. Each party, however, will bear the cost of its own presentation including preparation and post hearing briefs, if any.

C. Effect of Decision

Decisions of an External Hearing Officer on matters concerning employee discipline and matters concerning interpretation of this agreement shall be final and binding to both parties. Either type of decision is subject to judicial review.

D. Authority of EHO

No EHO will entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in the Association and unless such dispute falls within the definition of a grievance as set forth in Article 16, Grievance Procedure, and has been processed in accordance with all provisions thereof and herein.

No EHO will have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment. The EHO's authority will be limited only to the application and interpretation of the provisions of this negotiated

agreement. No EHO will have the power to alter, amend or modify any Districts policy, procedure or regulation.

E. Matters Subject to EHO Procedure

Proposals to create, add to, or change this written agreement or addenda supplementary hereto will not be grievable nor submitted to an EHO and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process.

F. Rules of Evidence

Strict rules of evidence will not apply. However, rules of evidence and procedures for conduct of hearings will be guided by the standards in the American Arbitration Association voluntary arbitration rules or the Nevada Administrative Procedure Act, NRS ch. 233B.

ARTICLE 19

Safety

A. Safety Committee

The Districts will maintain a safety committee with representation of at least one member from the Association.

B. Safety Turnouts and Equipment

1. The Districts will provide all turnouts and safety equipment needed by employees as determined by the Districts. The Districts will replace such turnouts and safety equipment when requested by a supervisor and approved by a Deputy Chief or Fire Chief.
2. Turnouts and safety equipment will conform to current National Fire Protective Association (NFPA) safety standards at the time of purchase. Replacement turnouts and safety equipment will be in compliance with NFPA standards. New hire employees will receive required turnouts and safety equipment that meets the NFPA standards. Variances or exceptions to NFPA standards may be made upon mutual agreement between the Fire Chief and Association.
3. The Districts will have the sole discretion on the final selection of specific types or style of turnouts and safety equipment as long as it meets current NFPA standards.

ARTICLE 20

Replacement of Personal Property

A. Lost, Stolen or Destroyed

The Districts will reimburse the Districts' employees for personal property items that are stolen, damaged, or destroyed during duty hours or while stored at or in a District facility or vehicle, providing that the employee made a reasonable effort to safeguard the item and/or whose negligence as reasonably determined by the Districts did not cause the loss. Such reimbursement will be limited to those items of personal property that are reasonably required in order for the employee to perform his/her duties and may be limited by a list promulgated by the Fire Chief.

B. Replacement Cost Limits

Reimbursement will be limited to items of personal property that are reasonably required for the performance of job duties that are covered by the Districts' insurance policy.

ARTICLE 21

Savings Provision

- A.** Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision will be null and void, but all other provisions of this Agreement will remain in full force and effect until otherwise canceled or amended. In the event that any provision will be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.
- B.** In the event that Section A above is affected or Chapter 288 of the Nevada Revised Statutes is amended, the Districts and Association negotiating teams will meet on request of either party to discuss its ramification(s) on the current negotiated agreement.

ARTICLE 22**Term of Agreement**

All of the provisions of this agreement will be in effect from July 1, 2013 until a new collective bargaining agreement is agreed upon by the parties. The Association will give notice of its desire to negotiate by February 1, 2014. Unless otherwise noted herein, any changes caused by the approval of this agreement will be retroactive and will be implemented as of the first payroll period after June 30, 2013, after the agreement's formal adoption by the Districts' Board of Fire Commissioners.

ARTICLE 23**Non-Discrimination**

Federal and state discrimination claims are not subject to the grievance or arbitration procedures of this Agreement.

ARTICLE 24**Successorship or Consolidation of the District**

The Districts agree to meet and negotiate the impacts and affects of their decision to contract, subcontract, consolidate or transfer its operation(s) to a successor employer or agency. Nothing in Article 24 prevents the Districts from making the decision to contract, subcontract, consolidate or transfer their operation(s) to a successor employer or agency.

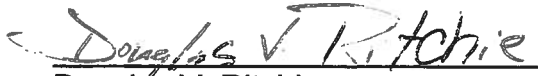
ARTICLE 25**Memorandum of Understanding (MOU)**

A Memorandum of Understanding (MOU) shall be recognized as an amendment to an active agreement and shall expire at the commencement of the next agreement, unless otherwise specified.

ARTICLE 26**Drug and Alcohol Free Workplace**

The County's "Drug and Alcohol Free Workplace Policy" #100.14 in effect on May 1, 2010, is incorporated herein and there shall be no changes to said policy addressing post-employment testing applicable to bargaining unit employees unless the District negotiates such changes with the Association.

FOR THE DISTRICTS:



Douglas V. Ritchie
Chief Negotiator

Greg Lynn, Chairman
East Fork Fire and Paramedic Districts
Board of Trustees

Date

FOR THE ASSOCIATION:



Matthew J. Hill
Chief Negotiator



John Bellona, President
EFPF, Local 3726

July 31 2013
Date

RECEIVED

AUG - 1 2013

DOUGLAS COUNTY CLERK

Wm 8

Agreement between
East Fork Fire and Paramedic Districts
and the
East Fork Professional Firefighter Battalion Chiefs

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ARTICLE 1

Parties

This agreement is entered into this first day of August, 2013, by and between the East Fork Fire and Paramedic Districts ("Districts") and the East Fork Professional Firefighter Battalion Chiefs ("Association" or "EFPFBC").

ARTICLE 2

Notices

For the purpose of administering the terms and provisions of this agreement, notices will be sent to the following:

District Fire Chief
East Fork Fire and Paramedic Districts
P.O. Box 218
Minden, Nevada 89423

President
East Fork Professional Firefighter Battalion Chiefs
P.O. Box 994
Minden, Nevada 89423

ARTICLE 3 Recognition

A. Recognition

The Districts recognize the Association as the sole and exclusive collective bargaining agent for all employees within job classifications covered by this Agreement who are presently employed or subsequently hired by the Districts. It is further agreed that the Districts will consult with the Association regarding any new classifications created by the Districts and shall determine whether such new classification shall be included within the bargaining unit pursuant to the requirements of NRS chapter 288 and added to the list of represented job classifications in Article 3, Section B(1).

The Districts and their Board of Fire Commissioners agrees to not enter into any other agreement, whether written or verbal, with the employees individually or collectively covered under this bargaining unit, whether individually or collectively. The Districts and Association shall agree upon any changes to existing job classifications.

B. Classifications

1. The Districts and the Association agree that employees within the following classifications are represented by the Association and will comprise the members of the bargaining unit.
 - a. Fire Battalion Chief
2. Excluded from the bargaining unit are all seasonal, volunteer, administrative, supervisory (above Fire Battalion Chief) and confidential employees.
3. Any job classification not included in Article 3, Section B(1) of this agreement shall not be used to provide minimum staffing requirements. Also, any job classification in a support role shall not be used to provide staffing for line positions covered by this agreement.

Support roles shall be defined as Fire Captain/Investigator, Fire Inspector and Equipment Technician/Master Equipment Technician.

ARTICLE 4

Association Rights

A. Bulletin Boards

The Districts will furnish bulletin board space for the use of the Association where currently available. Only areas designated by the Districts for Association use may be used for posting notices. Bulletin boards will only be used for the following notices:

1. Scheduled Association meetings, agendas, and minutes.
2. Information on Association elections and results.
3. Information regarding Association social, recreational, and related news bulletins.
4. Reports of official business of the Association, including reports of committees of the Executive Board.

Posted notices will not be obscene, defamatory, or relate to political office, ballot issues or proposed ballot issues or the ballot process, nor will any notice pertain to public issues that do not include the Districts or its relations with the Districts' employees. All notices posted by the Association must be dated and signed by a member of the Association's Executive Board. The Districts' equipment, materials, supplies, or interdepartmental mail systems will not be used by the Association for the preparation, reproduction, or distribution of notices, except as specifically allowed Article 4, Sections B and C below, nor will such notices be prepared by Districts' employees during public access hours.

B. Interdepartmental / Electronic Mail System

The Districts will allow limited use of the Districts' interdepartmental mail system and the Districts' e-mail system. Such use will not include mass mailings of materials not suitable for posting under Section A of this Article. All use of the Districts' e-mail system is subject to the Districts' internet and e-mail policies, including the provision that no reasonable expectation of privacy exists for messages placed on the system, and that all messages are subject to applicable provisions under the Nevada Public Records Law and other applicable laws. The Association will use interdepartmental mail and email systems at its own risk.

Website linkages may be allowed per the Districts' policy.

C. Use of Districts Copiers and Computers

The Districts will allow the Association to use the Districts' copiers and/or computers for Association business only under the following conditions:

1. The Association will reimburse the Districts for all costs associated with the use of the Districts' equipment.

2. All copying and computer use will be done outside of public access hours, unless authorized by management.
3. The use of the Districts' equipment by the Association will not interfere with Districts' business.

D. Dues Deductions

The Districts will provide payroll deductions for Association dues at no cost to the Association or its members on the following terms:

1. **Authorization**
The Districts will deduct dues from the salaries of Association members and remit the total deductions to the designated Association officer(s) on a biweekly basis. However, no deductions will be made except in accordance with the terms of a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made. The deduction authorization form will clearly explain any Association restrictions on the employee's right to terminate his/her dues deduction authorization that is imposed by the Association. No restriction imposed by the Association may require the employee to remain a member or continue dues deduction beyond the end of the calendar month in which the employee terminates his/her membership or authorization for deductions.
2. **Amount of Dues**
The Association will certify to the Districts in writing the current rate of membership dues. The Association will notify the Districts of any change in the membership dues at least sixty (60) days prior to the effective date of such change.
3. **Indemnification**
The Association will indemnify and hold the Districts, Douglas County and their elected officials, officers, employees and agents harmless against any and all claims, demands, suits, and all other forms of liability or costs that may arise out of or are related to any action taken by the Districts under the provisions of Article 4.

E. Use of Districts Facilities

The Districts will permit the use of the Districts' meeting room facilities by employees and the Association provided such use does not interfere with the Districts' operations or scheduled activities. Facilities used by the Association will be scheduled in accordance with the Districts' adopted scheduling procedures to avoid conflicts in facility use.

F. Meals

Each shift employee will be responsible to pay for his or her own meals. The cost of meals shall not exceed the per diem rates established under Nevada law. The Association will collect an agreed upon monthly assessment to supply basic condiments supporting the employee's meals. There shall be no cost to the Districts regarding meals.

ARTICLE 5

Districts' Rights and Responsibilities

- A.** Those subject matters that are not within the scope of mandatory bargaining and that are reserved solely to the Districts without negotiation include:
1. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
 2. The right to reduce in force or lay off any employee because of lack of work or lack of adequate funding, subject to the Reduction In Force procedures in Article 12 (Effects of Layoff).
 3. The right to determine:
 - a. Appropriate staffing levels and work performance standards, except for safety considerations;
 - b. The content of the workday including without limitation workload factors, except for safety considerations;
 - c. The quality and quantity of services to be offered to the public; and
 - d. The means and methods of offering those services.
 4. The safety of the public.
- B.** Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, the Districts are entitled to take whatever actions may be necessary to carry out their responsibilities during emergencies such as a riot, military action, natural disaster or civil disorder. Those actions may include the temporary suspension of this collective bargaining agreement for the duration of the emergency. The parties mutually agree that any action taken under the provisions of this subsection will not be construed as a failure to negotiate in good faith or a breach of this agreement.
- C.** The provisions of NRS Chapter 288 and this Article recognize and declare the ultimate right and responsibility of the Districts to manage their operations in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.
- D.** This Article does not preclude, but NRS Chapter 288 and this subsection does not require the Districts to negotiate subject matters enumerated above which are outside the scope of mandatory bargaining. The Districts shall discuss subject matters outside the scope of mandatory bargaining but the Districts are it is not required to negotiate those matters that are not the subject of mandatory bargaining.

ARTICLE 6

Salaries and Pay Practices

A. Merit Increases – Pay for Performance

1. The purpose of the Pay for Performance and reward employees who demonstrate motivation, performance above the standard scope of work and efficiency, skill, and initiative in their work, while also appropriately ranking employees who perform at or below the established level of performance for a particular position.
2. Employees will receive an annual performance evaluation using the following merit scale.

	Score Range	Merit Award
Exceptional	97 – 100	5%
	92 – 96	4%
Successful	78 – 91	3%
	69 – 77	2%
Requires Improvement	64 – 68	1%
	0 – 63	0%

Scores that include a fraction will be rounded to the closest whole number. For example, a score of 92.5 would be rounded to 93. A score of 89.4 would be rounded to 89.

3. Merit increases will not result in an employee's salary to exceed the maximum of the pay range.
4. Substantial changes to the PFP evaluation process will require a meet and confer between the Districts and the Association.
5. Employees who receive a performance rating greater than 77% and who are at the top of their pay range will receive 75% of the merit increase they would have received if the employee's salary was not at the top of their pay range as a single lump sum payment.

By way of example: An employee's salary is at the top of the salary range and receives a performance rating that would result in a 5% merit award.. The employee would receive 75% of the 5% merit which equates to a lump sum payment of 3.75% of his/her base pay prior to the merit increase. However, no top out pay or merit increase will be awarded during the term of this agreement to any employee represented by the Association

6. Employees who receive a performance rating of greater than 77% and who are near the top of their pay range will receive a merit increase to the top of their pay range. Additionally, the employee

will receive 75% of the difference between the top of the pay range and what the total increase would have been if the employee was not at the top of their pay range.

By way of example: An employee is near the top of the salary range and receives a performance rating that would result in a 5% merit award and receives a 2% pay increase which moves them to the top of their pay range. The remaining 3% merit award that they could have received is multiplied by 75%, which equates to a lump sum payment of 2.25% of his/her base pay prior to the merit increase.

7. The lump sum merit payment and salary increase must not exceed the amount the Pay for Performance increase would have provided if the employee were not at the top of the range. Any portion of a salary adjustment above the top of an employee's pay range will be paid to the individual in a lump sum payment.
8. The Districts will complete a salary survey by February 1, 2014, after the elements of the salary survey are mutually agreed upon by the Districts and Association.
9. Effective July 6, 2013, the salary range for employees covered by this agreement will increase by 3.625%.
10. Effective July 20, 2013, the salary range for employees covered by this agreement will decrease by 0.375%. All salary range decreases are due to the changes in the PERS contribution rates.

B. Working Above Classification-Working in an Acting Position/Classification

Any employee assigned to work in an acting supervisory classification at or above the rank of Battalion Chief will be compensated with an additional 5% of pay for all time worked in an acting capacity. This provision excludes trades between employees. Effective on and after January 1, 2013 the Battalion Chief classification will be staffed either with a Battalion Chief or qualified acting Battalion Chief.

C. Call Back (for employees hired on or before July 1, 2008).

1. **Call Back Defined**
Call-back is defined as compensation earned for returning to duty after an employee has completed his/her regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours notice per NRS.

2. **Call Back Pay**
Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

D. Call Back (for employees hired after July 1, 2008).

1. Except as it may conflict with Nevada Administrative Code at 284.214, call-back pay is defined as compensation earned for returning to duty after an employee has completed his/her regular shift and is requested to return to duty with less than 12 hours' notice to respond to an emergency, except for any employee who is (1) called into work while on standby status, (2) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (3) called back to work if the work begins 1 hour or less before or after his/her scheduled work shift.
2. Emergency means a sudden, unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.
3. **Call Back Pay**
Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

E. Call Back (for employees hired after January 1, 2010).

1. Call Back is defined as returning to duty within 12 hours after one's regular working hours to respond to an emergency.
2. Emergency means a sudden, unexpected occurrence that is declared by the governing body or chief administrative officer of the public employer to involve clear and imminent danger and require immediate action to prevent and mitigate the endangerment of lives, health or property.
3. **Call Back Pay**
Call back is paid at one and one-half (1.5) times the employees hourly rate and is paid for a minimum of two (2) hours or time actually worked, whichever is greater.

F. Overtime

1. **Overtime Defined**

Overtime hours will be as defined by FLSA regulations. Any changes to the Districts' overtime filling practices or procedures will be agreed upon by the Association prior to implementation.

2. **FLSA Hours**

Each employee scheduled to work 56 hour shifts will be compensated 3 hours per pay period at straight time regardless of the actual number of hours worked.

G. Holiday Pay

Twenty-Four Hour Shift Employees

Employees on a twenty-four hour schedule will receive two (2) lump sum allowances of sixty-six (66) hours of straight time wages on the first pay periods in December and July in lieu of working holidays. Each payment will be considered compensation for the holidays during the previous 6 month period. New employees will be compensated for a prorata share of hours based on their hire date (e.g., an employee who is hired on March 15th with 108 days left in the semi-annual period will have his/her holiday pay calculated as follows: $108 \text{ days} \times 100\% \text{ divided by } 182.5 \text{ days} = 59.18\%$; $59.18\% \text{ of } 66 \text{ hours} = 39.06 \text{ hours}$). Should additional holidays be declared by the President of the United States, Governor of Nevada, or the Fire District Board of Commissioners and Paramedic District Board of Trustees, the disbursement will be increased by twelve hours for each additional holiday declared. Employees who leave the Districts employ prior to the start of the first pay period in December and July will not be eligible for the previous six months holiday pay.

H. Uniform Allowance

1. The Districts will provide an annual uniform allowance of \$900 per employee paid retroactively. One half of the uniform allowance will be paid the first pay period in December 2013 and one half will be paid in June 2014 for the prior six-month period. Any changes to the Districts uniform procedure or changes to uniform requirements directed by the Districts will require the parties to meet and confer prior to implementation of these changes. Any changes to the uniform requirements may increase the amount of the uniform allowance due to any affected employee. This uniform allowance is all inclusive of uniforms, personal bedding and laundering, professional cleaning or personally desired and Districts' approved safety equipment.
2. The parties may develop a uniform procedure and standard supply process.
3. All new employees hired after July 1, 2011, will be eligible to charge to an authorized vendor and/or to receive reimbursement for

approved uniform items not to cumulatively exceed \$1,200. Receipts for uniform items must be submitted for reimbursement. After the successful completion of the initial probation period, a new employee will receive the next scheduled uniform allowance payment per Article 6 (H) (1).

4. Any new employee who fails to pass probation shall turn in all equipment or uniforms issued or purchased through the provisions of this Article 6 to the Districts. Any purchased uniforms or equipment lost or damaged during the probation period shall be reimbursed to the Districts by the departing employee. The Districts may require probationary employees to sign an agreement that allows the Districts to deduct the costs of unreturned equipment or uniforms from a separating employee's check or provide other relief. The Districts are solely responsible for this uniform program, including its creation and implementation.

I. Tuition Reimbursement

Tuition reimbursement will be consistent with Districts Tuition Reimbursement Policy Number 200.17 in effect as of the execution of this agreement.

J. Hazardous Materials Team Assignment Incentive

Employees certified to the levels of Hazardous Materials Technician and/or Hazardous Materials Incident Commander assigned by the District Fire Chief to the Quad County Hazardous Materials Team shall receive a monthly bonus payment of \$125 per month provided that the certification is maintained and all team requirements, as established by the Quad-County Hazardous Materials Team Administrative Committee are met.

Employees certified to the levels defined in NFPA 1670 – Technical Rescue assigned to a recognized team officially established by the Districts and assigned to that team by the District Fire Chief will receive a monthly bonus payment of \$125 per month provided that the certification and all team requirements, as established by the Districts, are met.

K. Paramedic Preceptor Incentive

Any qualified employee that is assigned as a Paramedic Preceptor to an intern student will receive the Preceptor Incentive of \$300 for every 120 hours of service up to a maximum of \$1200 per intern. Preceptors must perform in the preceptor capacity for a minimum of 240 hours and must follow all operational guidelines and protocols established by the Districts. Preceptor incentive pay will be received following the documented completion of the internship. All necessary documentation will be forwarded to District administration.

The responsibility of Preceptor selection will remain with the Districts. If for any reason a selected employee is unable to complete the Preceptor rotation, then the Districts will select an alternate and compensate the alternate as provided above.

L. Paramedic Certification Compensation

Any qualified employee that is assigned to a non-paramedic certification required position above the rank of Paramedic/Firefighter but holds and maintains a current paramedic certification in the State of Nevada, will receive a \$2,000 annual paramedic certification incentive. This will be paid in equal installments during the first pay periods in December and June, retroactive for the prior six-month period of time.

ARTICLE 7

Medical and Dental Insurance

A. Cafeteria Plan

1. The Districts will continue to maintain a cafeteria benefit plan. A cafeteria plan recognizes that employees have diverse needs, and allows employees to choose benefits based on their individual needs.
2. The Districts will provide eligible employees with core medical, dental, vision and life insurance individual coverage and a specific dollar amount, which will vary dependent upon which medical plan he or she has selected, and whether the employee has opted for individual coverage or family coverage.
3. Employees may use remaining funds or salary deductions toward benefits on the cafeteria menu.
4. If a High Deductible Medical Plan with Health Savings Account is offered by the Districts, an incentive will be provided for employees to participate in the plan. The Districts will meet and confer with the Association prior to implementing a change of the current medical and dental program.
5. The core medical package may be optional for employees that can provide acceptable proof of comparable coverage through another source. Approval for a waiver of the core medical package will be at the discretion of the Douglas County Human Resources Manager. If an employee waives the core medical package, the employee will receive a fixed dollar amount per month in lieu of coverage, which they may use for items on the cafeteria menu after purchase of mandatory dental/vision/life insurance coverage.

B. District Fund Contribution Toward Health Benefit Package

1. The core medical package must be purchased unless waived pursuant to Section A(5) above. If waived, the employee will receive the monthly contribution set forth in C below.
2. The Districts will provide employees with employee only coverage \$515 per month toward the purchase of the core medical plan(s) or the actual employee only premium cost, whichever is greater.
3. The Districts will provide employees with employee plus dependant coverage \$775 per month toward the purchase of the core medical plan or the actual employee plus dependent premium cost, whichever is greater.

C. Monthly Contribution in Lieu of Core Medical Package

Core dental, vision and life insurance must be purchased with the monthly contribution of \$350.

D. High Deductible Medical Plan with Health Savings Account

If a High Deductible Medical Plan with Health Savings Account ("HSA") is offered by the Districts, the Districts will provide eligible employees with core medical, dental, vision and life insurance individual coverage at a specific dollar amount, which will vary dependent upon whether the employee has individual coverage or family coverage.

1. High Deductible Medical Plan with Health Savings Account
Under the High Deductible Medical Plan with Health Savings Account, employee medical premium costs and individual plan savings accounts will be funded as follows effective January 1, 2014:

	<u>Premium Contribution/Month</u>	<u>Annual Account Contribution</u>
Employee Only	100% of Premium	\$1,000
Employee + Spouse	100% of Premium	\$2,000
Employee + 1 Child	100% of Premium	\$2,000
Employee + 2 or More Children	100% of Premium	\$2,000
Employee + Family	100% of Premium	\$2,000

Annual Account Contribution Distribution

Fifty percent (50%) of the annual account contribution will be deposited in individual accounts two times each calendar year (the first full pay periods in January and July). If a plan participant experiences a qualifying event which results in a status change during the year, the premium and account contribution will change at that time. Account contributions will be recalculated and reflect the new account contribution rate. If a plan participant experiences a qualifying event which results in a status change between January and July, the account contribution for July will be prorated based on the participant's status when they had a qualifying event. The employee will receive the next scheduled account contribution payment based on the new status.

Probationary Employees

During the first year of employment, new employees will have the option of participating in the High Deductible Medical Plan with Health Savings Account or core medical plan. Half of the annual HSA Account Contribution will be paid when the employee is first eligible for insurance. The

second HSA contribution, will be made at the next lump sum payment period (January or July whichever comes first). New employees will be eligible for lump sum contributions to their High Deductible Medical account with Health Savings Account, as set forth in Section D(1) regardless of premium increases, not to exceed the Annual Account Contribution per year.

E. Premium Increases/Decreases

1. Under the High Deductible Medical Plan with Health Savings Account option, any increase in premium costs over the life of this contract will be deducted from the Annual Account Contribution amount and applied to the increased coverage expense. The Districts will pay for any insurance premium increases from 0 – 5%. The employee will pay for any insurance premium increases from 6 – 10% through a deduction from the Districts' annual contribution to the employee's HSA account. The Districts' annual contribution to the employee's HSA account will be decreased by half of the any premium increase over 10%, and the Districts will absorb the other half of the premium increase over 10%.
2. The Districts will absorb any premium increases in excess of the Districts' premium cost contributions from 0 – 5% for the HMO and PPO plans. The employee will absorb any premium increase from greater than 5% – 10%. The employee and the Districts will each pay 50% of any premium increase greater than 10% .
3. The Districts will retain any decreases in premium costs during the term of this agreement.
4. For the purpose of calculating future premium increases, the premiums in effect as of January 1, 2013, will be used by the parties as the baseline for calculating premium increases.
5. If St. Mary's Health Plans is replaced by a new insurance provider during the term of this agreement, then the parties agree to reopen Article 7 for negotiation.

F. Benefits Committee

If Douglas County allows East Fork to appoint at least five members to the Douglas County Benefits Committee, then two representatives from the EFPFBC will serve as members of the Douglas County Benefits Committee.

ARTICLE 8 Hours

A. Work Week – 56 Hour

The normal workweek for employees covered by this agreement shall consist of fifty six (56) hours scheduled in twenty four (24) hour shifts. Scheduling shall reflect three (3) platoons, "A," "B," and "C" with each platoon alternating on a schedule of two (2) consecutive twenty four (24) hour shifts then followed by four (4) consecutive twenty four (24) hour days off. Districts reserve the right to return to the Kelly or other schedule based on operational or financial requirements as determined by the Fire Chief or designee. Any change from current work schedule would be preceded by sixty 60-calendar day written notice to the Association and negotiation over the impacts and effects of change.

B. Work Week – 40 Hour

The normal work week for employees covered by this agreement shall consist of forty (40) hours per week.

C. Work Week Conversion

When an employee moves from a 56 hour a week position to a 40 hour a week position, annual and sick leave balances will be multiplied by 5/7 to convert to a forty hour work week equivalent. When an employee moves from a forty (40) hour a week position to a 56 hour a week position, annual and sick leave balances will be multiplied by 7/5 to convert to a fifty-six (56) hour work week equivalent.

D. Public Access Hours

Shift hours begin at 0730 and end at 0730 the following day. In as much as NRS Chapter 288 provides for the District to schedule working hours and shifts, "Public Access Hours" are defined as 0800 to 1700 daily except as required by alarms and/or other emergencies. These hours may be modified as directed by the Fire Chief, within the constraints of safety considerations and normal, reasonable and accepted practices.

ARTICLE 9

Leaves

A. Court Time

Court appearances are considered to be prescheduled duty and not subject to call back provisions of this agreement.

1. If an employee is summoned for jury duty on his/her regular workday, he/she will receive full pay but will refund any compensation received for jury duty to the Districts for any workdays that were missed.
2. An employee summoned for jury duty on his regular workday will be excused for his/her entire shift. However, if the employee is excused from jury duty before 5:00 p.m. and is not required to appear for jury duty the next day, the employee will return to the workplace to complete his/her regular assigned shift. This can be waived by the Districts administration on a case-by-case basis.
3. If an employee appears on his/her regular workday in any court or before any grand jury as a party to an action arising out of his/her employment or as a witness to observations or knowledge received in the course of his/her employment, he/she will receive full pay and time off from his/her regular workday, but will refund any witness fee to the Districts. However, if the employee is excused from court duty before 5:00 p.m. and is not required to appear for court duty the next day, the employee will return to the workplace to complete his/her regular assigned shift.
4. If an employee's presence is required outside of the employee's regular shift to give testimony or a statement concerning observation or knowledge made or obtained in the course of his/her employment at a deposition by subpoena or for an interview at the direction of the courts, or at the direction of the District Fire Chief, the employee will be paid overtime for the time required for such an appearance. A two (2) hour minimum payment of overtime will be paid to the employee. The employee will notify their supervisor as soon as possible when court action requires the employee to be present.
5. Employees will not serve as expert witnesses unless specifically authorized by the Districts.

B. Annual Leave

1. Basis of Accrual

All unit employees who are employed on a continuous full-time basis will accrue annual leave on the basis of the schedule below, provided they are assigned to a 56-hour work week:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>FACTOR</u>
0 - 4 years	6 shifts (144 Hours)	.0495
5 - 9 years	8 shifts (192 Hours)	.0659
10 - 14 years	10 shifts (240 Hours)	.0825
15 years or more	12 shifts (288 Hours)	.0989

All unit employees who are employed on a continuous full-time basis will accrue annual leave on the basis of the schedule below, provided they are regularly assigned to a 40-hour work week:

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED/PAID</u>	<u>FACTOR</u>
0 - 4 years	88 hours	.0423
5 - 9 years	136 hours	.0654
10 - 14 years	160 hours	.0769
15 or more years	176 hours	.0846

2. Accrual during Probation

Employees will accrue Annual Leave during their probationary period but will not be granted annual leave during said period until he/she has been employed continuously for at least six months.

3. Payment on Separation

Employees who have completed at least six months of continuous service and leave the Districts will be paid for accrued annual leave.

4. Payment on Death

If an employee dies, who was entitled to accumulated annual leave under the provisions of this Article, the heirs of the deceased employee will be paid an amount of money equal to the number of hours of annual leave earned or accrued multiplied by the hourly rate.

5. Carry-over of Annual Leave to Following Year

A total of no more than 336 hours (56 hour employees) or 240 hours (40 hour employees) of annual leave may be credited to an employee. Any unused hours will be removed as of December 31 of the calendar year.

6. Approval for Use of Annual Leave

All annual leave will be taken at a time mutually agreeable to the employee and his/her supervisor within the guidelines of the most recent applicable Districts Policy. The parties agree to meet and confer to write an annual leave procedure during the life of this contract.

- a. Annual leave hours will be considered hours worked for FLSA purposes.

7. Compliance with FLSA

The Districts will make such changes in this article and any others, as well as in practice, in order to fully comply with the Fair Labor Standards Act (FLSA) and any implementing regulations thereto. The Districts will notify the Association of proposed changes prior to implementation. Upon request by the Association, the Districts will meet with Association representatives to discuss the proposed changes. Any changes that may negatively impact the employees work hours, overtime, or overtime pay will be negotiated. This agreement will not be construed to provide any benefit beyond what is required by the FLSA.

8. Catastrophic Leave

Annual leave balances in excess of 336 hours (56 hour employees) and 240 (40 hour employees) hours will be credited to the employee's sick leave as a new category as catastrophic sick leave which along with sick leave is subject to the overall sick leave current maximum. The catastrophic sick leave can be used by the employee when the employee's sick leave reaches zero or donated to another employee under paragraph C and will not exceed the maximum allowed accrual of sick leave.

C. Sick, Bereavement, and Injury Leave

1. Sick Leave

a. Basis of Accrual

All employees within the bargaining unit who are employed on a continuous full-time basis will accrue sick leave at the rate of .0495 hours for each hour paid up to a maximum of one hundred and forty-four (144) per year for 56-hour employee or 88 hours for 40-hour per week employees (.0423 hours for each hour). Only regular hours paid will affect sick leave accrual.

Beginning the first pay period in January 2014, all 56-hour employees within the bargaining unit who are employed on a continuous full-time basis will accrue sick leave at the rate of .0577

hours for each hour paid up to a maximum of one hundred and sixty-eight (168) hours per year or 88 hours per year for 40-hour per week employees (.0423 hours for each hour). Only regular hours paid will affect sick leave accrual.

In the event a minimum manning policy is implemented during the life of the contract which reduces the Districts' sick leave liability, effective July 1 of the next fiscal year, all unit employees who are employed on a continuous full-time basis will accrue sick leave at a rate of .0577 hours for each hour paid up to a maximum of one hundred and sixty eight (168) hours per year. Only regular hours paid will affect sick leave accrual.

b. Maximum Accrual

A total of no more than one thousand and eight (1008) hours of regular sick leave may be credited to an employee. However, 56-hour employees who have one thousand and eight (1008) hours of sick leave accrued as of January 1 of each calendar year may accrue an additional one hundred and sixty-eight (168) hours during the calendar year, which may be used when accrued during that calendar year. Any unused hours will be removed as of December 31 of the calendar year.

A total of no more than seven hundred twenty (720) hours of regular sick leave may be credited to a 40-hour employee. Any unused hours will be removed as of December 31 of the calendar year.

c. Authorization for Use of Sick Leave

1. Employees are entitled to use sick leave only when he/she or a member of the employee's immediate family is incapacitated due to sickness, injury or when receiving necessary medical or dental service, or in accordance with the Family and Medical Leave Act. Written medical verification for sick leave for more than two (2) consecutive shifts for 56-hour employees or 5 consecutive work days for 40-hour employees will be required and submitted to the appropriate Chief Officer. An employee may be required to be examined by a physician selected by the Districts for verification purposes and paid for by the Districts unless covered by health insurance at no expense to the employee.

2. Sick leave may be taken in 1 hour to 24-hour increments. Sick leave hours will be considered hours worked for FLSA purposes.

2. **Bereavement Leave**

Bereavement leave of four shifts for 56-hour employees or 80 hours for 40-hour employees of accumulated sick time may be taken for a death in the employee's immediate family. The District Chief may approve bereavement leave for a longer period of time. Immediate family is defined as a spouse, parents, children, brothers, sisters and grandparents of the employee or the employee's spouse. In the case of any other relative of the employee, the District Chief may authorize such sick leave and will so notify the Douglas County Human Resources Manager in writing.

3. **Injury Leave**

- a. An employee within this bargaining unit, who suffers an injury during the course of his/her employment will be entitled to Injury Leave and subject to any limitations imposed by this chapter or state law. Injury means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial body parts. Any injury sustained by an employee while engaging in an athletic or social event sponsored by the Districts will be deemed not to have arisen out of or in the course of employment unless the employee received compensation for participation in the event.

For employees injured on duty and accepted for worker's compensation benefits which exceeds 2 shifts for 56-hour employees or 40 regularly scheduled hours for 40-hour employees, the Districts will cover the remainder of all required leave for up to 120 calendar days. During the 120 calendar days no employee leave deduction (sick, vacation, or comp time) will be used. After 120 calendar days the employee will use accrued leave. Light duty will be made available to employee at the convenience of the Districts. The employee must follow all prescribed written safety policies and procedures to qualify for Injury Leave (e.g. wearing full protective clothing and equipment when necessary, using tools and equipment properly, and exercising prudent care while performing assigned functions).

An employee may request injury leave at any time following the injury to the Deputy Chief (training and safety) or his/her

designee. Acceptance or denial of Injury Leave is not subject to the grievance procedure. However, the employee may appeal in writing to the District Chief within ten (10) days of being denied Injury Leave.

When an employee is eligible at the same time for benefits under applicable sections of the Nevada Revised Statutes and for sick leave or injury leave benefit, the amount of sick leave or injury leave benefit paid to said employee shall not exceed the differences between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under required sections of the Nevada Revised Statutes for that pay period. Any usage of such leave shall be deducted from the employee's sick leave balance. The employee may apply for short-term disability subject to acceptance by the insurance carrier.

The Districts will follow state law with respect to Occupational Illness or Disease.

b. Total Compensation

When an employee is eligible for benefits under Chapter 616 or 617 of the Nevada Revised Statutes, the payments provided to an employee under those chapters of the Nevada Revised Statutes, exclusive of payment of medical or hospital expenses, will be the total compensation received by the employee. Employees may use annual leave, compensatory time off, or sick leave to cover the one-third of wages not paid by Public Agency Compensation Trust (PACT) or Injury Leave as stated above.

4. Leave Donation.

Employees covered by this agreement who require additional leave time due to a catastrophic illness or injury may request additional leave time through notification to the Association's Executive Board. All donations of leave time to the requesting employee will only be donated from the donor's annual leave bank or catastrophic sick leave bank at the donating employee's current base rate of pay then recalculated based on the requesting employee's base rate of pay in order to determine the number of hours the donor's time will represent to the requesting employee. Any unused donated time will be returned to all donors on a prorated basis after being recalculated. No employee will receive more than 240 donated hours (for 56-hour employees) or 160 donated hours (for 40-hour employees) in any calendar year.

5. **Verification of Leave Use**

The Districts reserve the right to investigate any employee's use of sick or injury leave under Article 9 and to otherwise substantiate the factual basis for an employee's absence from work if sick or injury leave is used during the same week that the employee accrues overtime.

D. Sick Leave Payoff

1. Employees with 10 years of service will be compensated at the rate of 40% of the normal hourly rate for all hours of accrued sick leave upon the employee's voluntary separation from the employment of the Districts. An additional 1% in compensation will be paid upon termination of employment for each year of service over ten years to a maximum of 50%. No employee will be entitled to receive the compensation provided for by this section for accrued sick leave until he/she has served a minimum of ten years in Districts employment.
2. Sick leave payoff amounts may be directed by the employee into post retirement medical account should a program be developed and offered by the Districts. The Districts and the Association will meet and confer prior to implementation of such a program. The failure to develop, implement or meet and confer the possible establishment of such a program will not be grounds for violation of this article, will not be subject to the grievance procedure of this contract, is subject to all applicable state and Federal laws, and is solely at the Districts' discretion.
3. At the employee's option, instead of being compensated directly for sick leave, the Districts, with approval of PERS, will transfer compensable sick leave at the calculation referenced in D(1) through the provided Deferred Compensation Programs offered and then, at the employee's initiative, be converted to PERS retirement credits.

E. Light/Modified Duty Assignments

1. For any employee covered by this agreement whose physical condition prevents him/her from performing his/her normal work duties as assigned, at the convenience of the Districts, the Districts may place him/her in an assignment in which the employee can perform work consistent with his/her condition. The Districts agree to place employees into light duty assignments within the Districts areas of responsibility.

2. Employees who have been on authorized Injury Leave due to work-related injury under applicable workers' compensation law will, upon release from his/her doctor and upon presentation of said release, return to work in a light duty assignment if one is available. Any assignments to light duty will be in conformance with limitations imposed by the employees treating physician, and no employee will be assigned light duty tasks that would predictably prolong the rehabilitative process or otherwise increase the risk of further injury.
3. The intent of this provision is to permit employees to return to work as soon as is medically possible within the requirements of applicable workers' compensation laws. Further, the parties understand that light duty refers to tasks other than the full range of the employees' regular assigned duties.
4. Nothing in this section will require the Districts to create a light duty assignment.
5. The assignment to a light duty assignment under this section will not be optional for the employee. If an employee turns down the assignment, no regular compensation will be provided. Sick Leave, Annual Leave, or Leave Without Pay use is permitted.

F. Leaves of Absence

1. **Eligibility**
Leave without pay (LWOP) may be granted to an employee who desires time off from the Districts service and does not have annual leave or compensatory time off available.
2. **Short Term LWOP**
LWOP of thirty (30) days or less may be granted for the good of the public service by the appointing authority.
3. **Long Term LWOP**
LWOP of thirty (30) days or more may be granted for the good of the public service by the appointing authority. The employee will retain his/her status as a public employee and the pay, accrued leave, and benefits accrued prior to the leave for a period not to exceed twelve (12) consecutive weeks or a period allowed by the Family and Medical Leave Act. Leave must be approved by the District Chief or Districts Board.
4. **Military Leave**
An employee who is an active member of the National Guard or reserve component of the United States Armed Forces will notify

the Districts of their active status upon their hire date or immediately upon activation. An employee who is an active member of the National Guard or any reserve component of the United States Armed Forces will, upon request, be relieved from his/her duties to serve orders for military duty, without loss of pay or accrued leave for a period not to exceed fifteen (15) workdays in any calendar year. The duration of the workday will be dependent upon the orders received and the employee's ability to return to work in the twenty-four hour shift.

The employee will make their reserve status known to the Districts at the beginning of each calendar year and will provide any known reserve obligations to those responsible for staffing a minimum of 30-days in advance except during times of military conflict or other emergency activations.

5. If an employee is off work for more than one (1) month due to any type of leave or shift trading arrangement due to an injury or illness, the District may require the employee to undergo a medical examination to determine fitness for duty. The cost of the medical examination shall be at the Districts' expense. The physical shall be a fit for duty physical examination related to the injury or illness. The employee may appeal the decision by providing a written second opinion to the Districts by a doctor of the employee's choice at the employee's cost.

G. Professional Development Leave

The purpose of professional development leave is to enable an employee to attend professional development training or classes when he or she is scheduled to work. Professional development leave will not be used for mandatory departmental training. Professional development leave may be used when an employee is scheduled to work but desires to attend any educational instruction that is directly related to the employee's present position or which would enhance advancement potential for a career path within the employee's current job classification.

All bargaining unit employees who have less than one year of service with the Districts as of July 1, 2013, are ineligible to receive or use professional development leave. All bargaining unit employees who have more than one year of service with the Districts as of July 1, 2013, are employed by the Districts on a continuous full-time basis, and are assigned to a 56-hour work week will be given up to forty-eight (48) hours of professional development leave per fiscal year. Any professional development leave that is not used will not be carried over from year to year and will be forfeited. Professional development leave time must be scheduled and

approved by a Deputy Fire Chief or the Fire Chief and is subject to the operational requirements of the Districts.

H. Association Business

The Executive Board members of the Association or their designees will have access to a "pool" of twenty-four (24) hours per calendar year to conduct Association business without loss of pay or benefits ("Association Time"). Each of these eligible employees may draw upon this pool of Association Time as may be required until all Association Time is used. It will be the responsibility of the Association president to track and control the use Association Time and must provide to the Fire Chief with at least a quarterly record of the Association Time used the preceding quarter and identify the individual(s) concerned who utilized Association Time. The Executive Board members will notify the District administration at least twenty (24) hours in advance of the use of Association Time so that appropriate adjustments to staff assignments can be made.

Employees with a minimum balance of forty (40) hours of accrued annual leave may donate a maximum of eight (8) hours of accrued annual leave per year, at the donee's base hourly rate, to the pool of Association Time in addition to the ninety-six (96) hours granted by the District. Any donated leave will be accounted for in the pool of Association Time and given a cash value based on the donor employee's base hourly rate. The maximum cash value of donated leave to the pool of Association Time must not exceed \$2,500 and no more than \$2,500 of donated leave time may be available for Association business during any fiscal year. Association Time used from donated annual leave will be deducted from the pool of Association Time at the user's base hourly rate. The use of Association Time may not cause additional overtime costs to the Districts.

If attending meetings and using Association time while on duty is not possible, then up to two (2) members of either the negotiating or the grievance committees will be allowed time off for such meetings if the meetings: 1) Have a direct relationship to the preparation for negotiations or the processing of any grievance and 2) The meetings take place at a time when the two Association members are scheduled to be on duty. The Association will notify the District administration in advance of the time of the absence so that appropriate adjustments to staff assignments can be made. The total hours used for all purposes under Article 9, Section H must not exceed 96 hours and any donated leave time complying with the terms of Article 9.

ARTICLE 10

Shift Trades

A. When an employee wishes to trade a work period with another employee, The following criteria shall be followed:

1. In order to qualify under FLSA, an agreement between individuals employed by a public agency to substitute for one another at their own option must be approved by the Districts. This requires that the Districts approve of the arrangements prior to the work being done, i.e., the Districts must know what work is being done, by whom it is being done, and where and when it is being done.
2. The employees and the Deputy Fire Chief/Operations must fill out, date and sign a shift trade form provided by the Districts, no less than 24 hours before the trade is to take place. Upon completion of the form, it will need to be approved by the Deputy Fire Chief/Operations and entered into the district staffing software prior to the traded time being considered a binding contract. All requests made with less than 24 hours notice will require written approval by the Deputy Fire Chief/Operations or Duty Chief whichever is available.
3. Responsibility for arrangement for the repayment of such time rests with the employees involved. Traded time will be a contract between employees. The Districts have no authority to enforce the pay back of owed time between employees.
4. No obligation shall be placed upon the Districts for repayment of time voluntarily trades or repaid between employees. No obligation, financial or otherwise, shall accrue to the Districts because of such shift trades. Therefore, hours worked by an employee working a shift as the result of a shift trade shall be excluded from any overtime calculation for FLSA purposes. However, the regularly scheduled employee shall be compensated as if he/she had worked his/her normal schedule for the traded shift for FLSA purposes. Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual or sick leave balance, as appropriate, reduced hour for hour up to twenty-four (24) hours.
5. Traded time in which the employee agreeing to work has the qualifications to work at the rank of the employee they have agreed to work can be entered into the Districts staffing software at the Deputy Fire Chief/Operations level.

6. All exceptions must be approved by the on-duty Deputy Fire Chief/Operations or Duty Chief for the scheduled day of the shift trade.
7. If the District promotes an employee outside the bargaining unit, that employee shall fulfill all of his trade obligations, prior to the promotion taking effect.

B. The following limitations to personal trades shall apply:

1. No employee on sick leave will be permitted to trade to work for another employee.
2. No employee with less than six months of service shall be permitted to trade.
3. All trades must involve a minimum duration of one (1) hour.

C. Employees may utilize the following trade times:

1. Employees must provide proof that they have fulfilled their trade requirements for the District staffing software.
2. Employees shall not trade for other commodities other than repayment at their normal rate for the hours the employee worked or for a straight shift for shift trade.

D. Nothing herein shall be construed to diminish the Districts' management rights under NRS 288 or the Management Rights clause hereof.

E. When an employee has an FMLA qualifying event, the District Fire Chief shall extend FMLA to a maximum of 10 months. During that time the employee may use annual leave, sick leave, trades, and leave without pay as the employee chooses.

ARTICLE 11

Probationary Periods

A. Initial Probation

Upon initial appointment, all unit employees will serve the equivalent of twenty-six (26) bi-weekly pay periods of full-time service as a probationary period. During this time, the employee may be dismissed without cause or right of appeal and shall be considered "at will".

B. Promotional Probation

Upon promotion to the Battalion Chief classification with a higher salary schedule, a unit employee will serve the equivalent of twenty-six (26) bi-weekly payroll periods of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal.

1. Any employee who has not completed the initial "at will" probationary period in the lower classification and accepts a promotion, may have four (4) additional bi-weekly pay periods extended to the employee's initial "at will" probation but in no event shall any employee serve a cumulative "at will" probationary period of longer than thirty (30) bi-weekly pay periods. The employee shall be required to successfully complete the promotional probation as stated in Article 11, Section B. The employee will only have rights to return to the previous position after successful completion of the "at will" probationary status.

If all employees within a classification are moved and the change is considered a non-promotional movement, then the affected employees will not be subject to a probationary period.

ARTICLE 12

Effects of Layoff

A. Layoff Order

Employees will be laid off based on lowest level of Departmental seniority in accordance with Article Management Rights and Seniority 5 or 13.

B. Notice

Employees due to be laid off will be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.

C. Bumping

In lieu of being laid off, an employee may elect to demote to any job classification of a lower maximum salary provided the employee meets the minimum qualifications of the new position and has previously held the position. Employees of the supervisory bargaining unit (EFPFBC) may displace employees of less total departmental seniority in the non-supervisory bargaining unit (EFPF). An employee being bumped will be treated as if laid off and will have any bumping rights granted to the employee under a labor contract with the Districts. A decision to bump must be made by the affected employee within seven (7) calendar days of notification that they will be laid off.

D. Posting

The names of permanent and probationary employees laid off, will be placed on the reemployment list for twenty-four (24) months. All employees eligible for rehire status must meet all eligibility requirements of the position. Employees will be recalled one time in the order in which their names are listed on the reemployment list. If a recalled employee does not accept the recall offer at that time he/she will be removed from the list.

E. Reemployment

Employees who are reemployed within twenty-four (24) months after they are laid off, will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff. Upon reemployment within twenty-four (24) months, the employee will be eligible to accrue sick and annual leave at the same rate as when the layoff occurred (if a sick leave buyback option is exercised at the time of termination, no remaining sick leave accrual will be reinstated).

F. The layoff process may be adjusted to meet specific circumstances or other alternatives considered to meet the needs of the Districts and Association, which must be mutually agreed upon in writing by both parties. The parties will meet and confer on any adjustments regarding the layoff prior to layoff being implemented.

ARTICLE 13

Seniority

A. Types of Seniority

Two types of seniority will be established: Departmental (overall) Seniority and Rank (time in grade) Seniority.

1. Departmental Seniority will be determined by the following criteria:
 - a. An employee's Departmental Seniority will be determined based upon continuous full time employment with the Districts as determined by the hire date for a full time position.
 - b. For the purpose on settling a tie, should two or more employees have the same hire date, the tied employee's seniority will be based upon their order on the ranked hiring list. If employees are tied on hiring list, the tied employee's seniority will be determined by the Fire Chief.
 - c. Continuous service will be broken only by resignation of a full time position, discharge, or retirement.
2. Rank Seniority will be determined by the following criteria:
 - a. An employee's Rank Seniority will be determined based upon the date an employee is hired or promoted into the rank in which they hold.
 - b. For the purpose on settling a tie, should two or more employees have the same hire/promotion date, the tied employee's seniority will be based upon their order on the ranked hiring/promotion list. If employees are tied on hiring/list, the tied employee's seniority will be based upon Departmental Seniority.
 - c. An employee that is demoted to a lower rank will be placed within that lower ranks seniority list, based upon the date in which they would have originally qualified for placement in that rank. If any ties exist, the above procedure will be used to determine seniority.

B. Seniority List

1. Upon completion of this agreement, lists defining the Departmental and Rank Seniority will be agreed upon. These lists will become the only working and approved seniority lists.

2. The list will be updated upon any changes within seniority. The changes will be agreed upon between the Fire Chief or their designee and the EFPFBC President or their designee. Once agreed upon, the list will be distributed to district office, all staffed stations and the EFPFBC Secretary.

ARTICLE 14

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ARTICLE 15

Retirement

Retirement will be handled in accordance with applicable sections of NRS Chapter 286.

ARTICLE 16 Grievance Procedures

A. Definitions

1. Grievance

A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant. The exercise or lack of exercise of Districts Rights (Article 5) is not grievable. The grievance procedures of this contract may not be used to collaterally or otherwise challenge or attack separate judicial, quasi-judicial, or administrative proceedings.

2. Grievant

A grievant is an employee, in the Association, or the Districts, who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of the Districts or the Association as a group grievance and will thereafter be represented by a single grievant. The Association may be a grievant in cases limited to alleged violations of sections which provide specific benefits to the Association (excluding Article 5).

3. Day

The term "day" will mean a business day, excluding all holidays recognized by the Districts.

B. Process

1. Informal Resolution (Step 1)

If the Grievant believes a grievance does exist, the Grievant shall, within thirty (30) days from the event giving rise to a grievance or from the date the Grievant could reasonably have been expected to have had knowledge of such event, the Grievant shall orally discuss the grievance with the Deputy Fire Chief/Operations in order to try and reach an informal resolution.

2. Written Appeal from Formal Decision

If the grievant is not satisfied with the written answer from the Deputy Fire Chief/Operations the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Fire Chief. Within twenty-one (21) days of receipt of the written appeal, the Fire Chief (or designee) shall investigate the grievance which may include a meeting with the concerned parties, and thereafter give written answer to the grievant. The written answer shall be final and binding unless, within fourteen (14) days of receipt of the

written answer, the committee notifies the Fire Chief or designee of its intention to appeal the matter to the External Hearing Officer (EHO). See Article 17 for External Hearing Officer (EHO).

C. General Provisions

1. If the Deputy Fire Chief/Operations or Fire Chief fails to respond with an answer within the given time period, the Grievant may appeal a grievance to the next level
2. The grievant may be represented by a person of the grievant's choice at the formal or informal level of this procedure.
3. Time limits and the formal level of this procedure may be waived by mutual written consent of the parties.
4. Proof of service shall be accomplished by personal service.

ARTICLE 17 Discipline

A. Basis for Disciplinary Action

The tenure and status of every post-initial probationary unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Disciplinary action shall be for just cause and may, in addition to the causes set forth in the written personnel ordinances and policies, rules or regulations, be based upon any of the following grounds: failure to fully perform required duties, insubordination, failure to comply with or abuse of written Districts policies or rules, unexcused absences, misuse or abuse of Districts' property or equipment, substandard job performance, conviction of a crime, and commission of other acts which are incompatible with service to the public. If the infraction warrants serious discipline, nothing in this Article precludes the Districts from imposing the most severe without the progressive disciplinary process.

A copy of adopted County and Districts policies and procedures will be provided to the Association and to each work site. The Association will receive all updates to the County and Districts policies and procedures in a timely manner.

1. Investigatory Interviews. Prior to an investigatory interview related to disciplinary action, an employee will be notified by the Districts that he/she may be accompanied by an Association representative. Reasonable notification will be during public access hours and will be a minimum of six (6) hours prior to the investigatory interview, except when circumstances may require the investigatory interview, excluding recognized Districts holidays. The interview can be held sooner if agreed to by mutual consent.

B. Types of Discipline

Five types of discipline are recognized for purposes of applying one of the procedures under this article, they are:

1. Counseling
Counseling is described the process between a Deputy Fire Chief or above and a subordinate designed to correct employee problems through the identification of an issue and the creation of an action plan to address the issue. It is utilized for minor discrepancies that can be remedied through early intervention. This may be documented in the current performance evaluation system. Counseling will be conducted by the Deputy Fire Chief/Operations or above. Counseling is not subject to grievance.

2. **Verbal Reprimand**

The verbal reprimand is the second step in the disciplinary process whereas Deputy Fire Chief or above are unable to correct behavior through the counseling phase. The verbal reprimand reinforces previous counseling sessions and will be documented in the current performance evaluation system in use by the Districts. Verbal reprimand will be conducted by the Deputy Fire Chief/Operations or above. Verbal reprimand is not subject to grievance, remedy may be sought through normal performance evaluation process.

3. **Written Reprimand**

The written reprimand is the next area in the progressive discipline process and should be utilized when the previous steps have failed to correct behavior or when the initial offense or actions warrant such action. A reprimand, the details of which are committed to writing and placed in the employee's personnel file. Any written reprimand will be conducted by the Deputy Fire Chief/Operations or higher. A copy of the employee's response to a written reprimand will be attached to the written reprimand and placed in the employee's personnel file in Human Resources.

4. **Short Suspension
(Severe Disciplinary Action)**

Includes any disciplinary suspension(s) without pay which, when accumulated with previous disciplinary suspension(s) within a twelve (12) month period, if any, does not exceed two (2) shifts for 56-hour employees and 40 hours for 40-hour employees. Short suspension will be conducted by the Deputy Fire Chief/Operations or higher.

5. **Long-Term Suspension, Demotion or Discharge
(Severe Disciplinary Action)**

Includes disciplinary suspension(s) without pay of more than two (2) shifts for 56-hour employees or 40 hours for 40-hour employees within a twelve (12) month period, demotion, or discharge. Long-term suspension will be conducted by the Deputy Fire Chief/Operations or higher.

C. Appeal from a Written Reprimand

The next level of supervisor shall review the reprimand upon the request of the employee prior to the reprimand being placed in the employee's personnel file. The supervisor shall comment on the merits of the reprimand and to the validity of the infraction. The employee may request to have representation during this process.

D. Notice

In cases involving severe discipline the person administering the discipline will provide to the employee in person a written statement containing:

1. A description of the events, which necessitated the proposed disciplinary action;
2. A statement of the charges;
3. A statement of the proposed disciplinary action;
4. Notification that the employee may review or make copies of available materials leading to the action; and
5. The right of the employee and an Association representative or counsel to meet with the Deputy Fire Chief/Operations or Fire Chief at a given time and place or to submit in writing his/her response to the proposed action;
6. A statement of the employee's right to representation.

E. Employee's Response

An employee's opportunity to respond is not intended to be an adversary hearing. However, the employee may present witnesses in support of his/her opposition to the proposed severe discipline. The limited nature of this response does not obviate management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline. The employee may be accompanied and represented by a person of his choice during this procedure.

F. Management's Decision

Following a review of the employee's response to the proposed severe disciplinary action the person administering the discipline will serve the affected employee by personal delivery, a statement signed by him/her indicating, if applicable, management's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.

G. Appeal from Severe Disciplinary Action

The disciplinary hearing decision may be appealed by the employee in accordance with the Grievance Procedure (Article 15) and/or the External Hearing Officer (EHO) Procedure (Article 17) of this agreement.

ARTICLE 18

External Hearing Officer

A. Designation

The External Hearing Officer (EHO) will be designated by the parties, by either party requesting a list of retired Nevada judges obtained from the Nevada Supreme Court or other agreed upon recognized arbitration associations to reduce the fiscal impact on both organizations. If the parties cannot agree on the selection of an EHO from the list, the following procedure must be utilized:

1. For the first matter that requires an EHO during the term of this agreement, the Association will first strike a name off the list, followed by a strike by the Districts. The parties will then continue to strike names in the same order until only one name remains. That person will serve as EHO.
2. On the second matter that requires an EHO during the life of the agreement, the Districts will strike first, followed by the Association until only one name remains.
3. If the individual selected as the EHO cannot hear the matter within a reasonable time, the parties will repeat the striking procedure.

B. Costs

The fees and expenses of the EHO and of a court reporter, if used, will be shared equally by the employee organization and the Districts. Each party, however, will bear the cost of its own presentation including preparation and post hearing briefs, if any.

C. Effect of Decision

Decisions of an External Hearing Officer on matters concerning employee discipline and matters concerning interpretation of this agreement shall be final and binding to both parties. Either type of decision is subject to judicial review.

D. Authority of EHO

No EHO will entertain, hear, decide, or make recommendations on any dispute unless such dispute involves an eligible employee in the Association and unless such dispute falls within the definition of a grievance as set forth in Article 15, Grievance Procedure, and has been processed in accordance with all provisions thereof and herein.

No EHO will have the power to amend or modify a negotiated agreement or addenda supplementary thereto or to establish any new terms or conditions of employment. The EHO's authority will be limited only to the application and interpretation of the provisions of this negotiated

agreement. No EHO will have the power to alter, amend or modify any Districts policy, procedure or regulation.

E. Matters Subject to EHO Procedure

Proposals to create, add to, or change this written agreement or addenda supplementary hereto will not be grievable nor submitted to an EHO and no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process.

F. Rules of Evidence

Strict rules of evidence will not apply. However, rules of evidence and procedures for conduct of hearings will be guided by the standards in the American Arbitration Association voluntary arbitration rules or the Nevada Administrative Procedure Act, NRS Chapter 233B.

ARTICLE 19

Safety

A. Safety Committee

The Districts will maintain a safety committee with representation of at least one member from the Association.

B. Safety Turnouts and Equipment

1. The Districts will provide all turnouts and safety equipment needed by employees as determined by the Districts. The Districts will replace such turnouts and safety equipment when requested by a supervisor and approved by a Deputy Chief or Fire Chief.
2. Turnouts and safety equipment will conform to current National Fire Protective Association (NFPA) safety standards at the time of purchase. Replacement turnouts and safety equipment will be in compliance with NFPA standards. New hire employees will receive required turnouts and safety equipment that meets the NFPA standards. Variances or exceptions to NFPA standards may be made upon mutual agreement between the Fire Chief and Association.
3. The Districts will have the sole discretion on the final selection of specific types or style of turnouts and safety equipment as long as it meets current NFPA standards.

ARTICLE 20

Replacement of Personal Property

A. Lost, Stolen or Destroyed

The Districts will reimburse the Districts' employees for personal property items that are stolen, damaged, or destroyed during duty hours or while stored at or in a District facility or vehicle, providing that the employee made a reasonable effort to safeguard the item and/or whose negligence as reasonably determined by the Districts did not cause the loss. Such reimbursement will be limited to those items of personal property that are reasonably required in order for the employee to perform his/her duties and may be limited by a list promulgated by the Fire Chief.

B. Replacement Cost Limits

Reimbursement will be limited to items of personal property that are reasonably required for the performance of job duties that are covered by the Districts insurance policy.

ARTICLE 21

Savings Provision

- A.** Should any provision of this Agreement be found to be in contravention of any Federal or State law, or by a court of competent jurisdiction, such particular provision will be null and void, but all other provisions of this Agreement will remain in full force and effect until otherwise canceled or amended. In the event that any provision will be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.
- B.** In the event that Section A above is affected or Chapter 288 of the Nevada Revised Statutes is amended, the Districts and Association negotiating teams will meet on request of either party to discuss its ramification(s) on the current negotiated agreement.

ARTICLE 22

Terms of Agreement

All of the provisions of this agreement will be in effect from July 1, 2013, until a new collective bargaining agreement is agreed upon by the parties. The Association will give notice of its desire to negotiate by February 1, 2014. Unless otherwise noted herein, any changes caused by the approval of this agreement will be retroactive and implemented as of the first payroll period after June 30, 2013, after the agreement's formal adoption by the Districts' Board of Fire Commissioners.

ARTICLE 23**Non-Discrimination**

Federal and state discrimination claims are not subject to the grievance or arbitration procedures of this Agreement.

ARTICLE 24 Successorship or Consolidation of the District

The Districts agree to meet and negotiate over the impacts and affects of their decision to contract, subcontract, consolidate or transfer its operation(s) to a successor employer or agency. Nothing in Article 24 prevents the Districts from making the decision to contract, subcontract, consolidate or transfer their operation(s) to a successor employer or agency.

ARTICLE 25 Memorandum of Understanding (MOU)

A Memorandum of Understanding (MOU) shall be recognized as an amendment to an active agreement and shall expire at the commencement of the next agreement, unless otherwise specified.

ARTICLE 26 Drug and Alcohol Free Workplace

The County's "Drug and Alcohol Free Workplace Policy" #100.14 in effect on May 1, 2010, is incorporated herein and there shall be no changes to said policy addressing post-employment testing applicable to bargaining unit employees unless the District negotiates such changes with the Association.

FOR THE DISTRICTS:

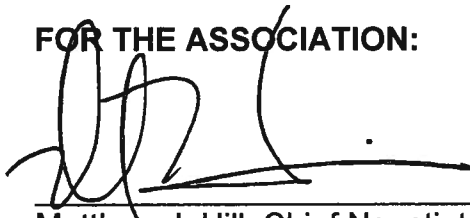


Douglas V. Ritchie
Chief Negotiator

Greg Lynn, Chairman
East Fork Fire and Paramedic Districts
Board of Trustees

Date

FOR THE ASSOCIATION:



Matthew J. Hill, Chief Negotiator
East Fork Professional Firefighter
Battalion Chief Association



John Bellona, President
EFPFBC

31 July 2013

Date

August 1, 2013 Douglas County Supervisor's Meeting
SCE Water System

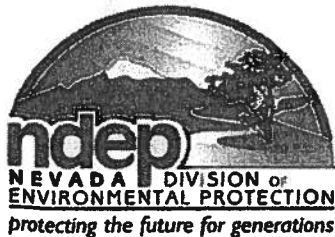
Steven Leandro's Comments

1. I moved to SCE in January of 2012 naively assuming that governing agencies had overseen that the fundamental service of water was in place, approved and administered correctly.
 - a. Turns out SCE system owners did not fully run the system as required by governing agencies including those of the County. Fundamentally the system has functioned effectively for nearly 15 years. As you read reports regarding the system please be wary of alarmist comments and unproven verdicts regarding the system, they are not productive. The only significant system issue was the water's high acidity effects plumbing in some homes which has been corrected by in home treatment units.
 - b. The County accepted and validated the SCE system when it issued permits for homes to be built and then collected many hundreds of thousands of dollars in property tax. It is not ok to say 20 years later that conditions "were not met." If they were not met then building permits should not have been issued during those 20 years!
2. SCE homeowners are not freeloaders and complainers. We have been and are proactive.
 - a. At one point it was found that the high water acidity was interactive with in home plumbing. This resulted in elevated levels of Copper and Lead in some homes. The homeowners proactively solved the situation on their own.
 - b. Additionally we attempted on our own in May to install water meters. No governing entity at the time had required the homeowners to install meters only the water rights owners were mandated. The water company ignored the State order so the homeowners stepped up. Before we could install the meters legal issues arose that stopped the planned installation. We worked with the State Engineer and Nevada Department of Environmental Protection to revise the meter installation order and are cleared the way to install meters in the next few weeks.

EXHIBIT (for identification only)
Steven Leandro
Filed 8/1/13
By [Signature] Deputy

August 1, 2013 Douglas County Supervisor's Meeting
SCE Water System

3. The Public Works Department's Memorandum "Sierra Country Estates Water System" document was written with a lot of passion. I find this document in many places unduly riles the reader.
 - a. Examples
 - i. Pg 2 Par 1 "currently on the verge of system failure" System has function for 15 years and is still function admirably.
 - ii. Pg 2 Par 2 "evaluation base on current NAC 445A and Douglas County Code requirements" Note: System was built to standards in placed at time of construction.
 - iii. Pg 4 "Based on pumping" These statements are premature and inflammatory. Water usage will not be resolved until meters are in and data collected. And as long as homeowners pay for the water they use it is not important how average usage of a small home that uses 90% of their water for in home use compared to those that use 90% for irrigation.
 - iv. Pg 4 "Based on information" There are at least 3 connections using water that should not be connected to the system. Assume they are average SCE users the removing them immediately drops water usage by 23% of the 74 AFA dedicated.
 - v. Pg 4 / 5 ".... Lead and Copper rule." The water system does not violate lead or copper levels only a few homes in the past did and that has been corrected.
 - vi. Pg 5 "Air Stripping..." There are no EPA pH requirements that are not meet by the current system, therefore; no centralized system is required.
 - vii. Pg 6 "All of these deficiencies pose potentially serious hazards" Inflammatory! Many items stated as "hazards" were within standards when system was build and County issued home building permits against.
4. We want to see the County complete a Regional Facility Report as part of the County's recently approved Master Plan under the Public Facilities section goals, objectives and action plan PSF 10.3 (p.33 chapter 12): "Explore the feasibility of connecting the SCE water system to the Foothill Water System." This will provide all of us a better understanding on how SCE and its surrounding neighborhoods can efficiently receive water services over the short and long term.
5. Homeowners want a cost effective an equitable solution and look forward to working with the County.
 - a. Note Pg 15 has an estimate of \$44,000.00 to install 1" water meters. This equates to more than \$2500 per home. The homeowners are having 1" meters installed for much less than \$1000 per home. SCE Homeowners would like to work with the County to insure the most cost effective measures are taken when making system modifications.



STATE OF NEVADA

Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor

Leo M. Drozdoff, P.E., Director

Colleen Cripps, Ph.D., Administrator

March 25, 2013

RECEIVED
AUG - 1 2013

Mr. Carl Ruschmeyer
Douglas County Public Works
PO Box 218
Minden, NV 89423

DOUGLAS COUNTY CLERK

item #12

CERTIFIED MAIL

#9171 9690 0935 0011 8851 36

RE: SIERRA COUNTRY ESTATES WATER SYSTEM (NV0000931)
Failure to Comply with Public Water System Laws and Regulations

Dear Mr. Ruschmeyer,

The Nevada Division of Environmental Protection (NDEP) issued Sierra Country Estates Water System (SCE) a Finding of Alleged Violation and Administrative Order on February 22, 2013. The Order required that the Owner of the water system, Ms. Marsha Tomerlin, "... convey SCE's intent to comply with all Public Water Systems Laws and Regulations". The NDEP received Ms. Tomerlin's response on February 28, 2013 which stated, "[for various reasons] I regret to advise you that I am not able to comply with the safe drinking water laws. I do not have the means, either technically, financially, or emotionally".

The NDEP Order further stated, "If there *is not* intent to comply on the part of SCE, the NDEP will seek injunctive relief pursuant to NRS 445A.945 and/or pursue any other appropriate relief deemed necessary to return this water system to compliance".

The NDEP is aware that, by Court Order entered February 6, 2013, the United States Bankruptcy Court for the District of Nevada (Bankruptcy Court) approved the abandonment of the SCE PWS by the Trustee back to the debtor, the Tomerlins (Case No. BK-N-12-52078-BTB). Abandonment of the PWS by the Trustee out of Bankruptcy Court was part of the Settlement Agreement under the United States District Court for the District of Nevada in *Trackman v. Sierra Country, Inc., Tomerlin* (US District Court Case No. 3:09-cv-00751-LRH-RAM). The NDEP is further aware that this settlement contemplated that Ms. Tomerlin would likewise "abandon" the water system to Douglas County.

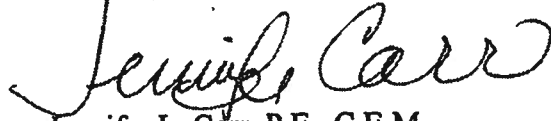
At this time, the NDEP wishes to inform Douglas County Public Works that the Sierra Country Estates public water system has failed to comply with all Nevada Public Water System Laws and it is expected that this status is permanent. The NDEP must now move forward with an action in District Court to seek an injunction, likely resulting in a Receiver being appointed to operate the system. As stated in NRS 445A.910, the local governing body may take certain actions independently of any further action by the Division. Should Douglas County choose to assume responsibility for the system, either as Receiver or Owner, the NDEP will work with Douglas County to facilitate a transition.



Mr. Carl Ruschmeyer
Douglas County Public Works
March 25, 2013
Page 2

If you have any questions or concerns, please do not hesitate to contact me at 775-687-9515.

Sincerely,



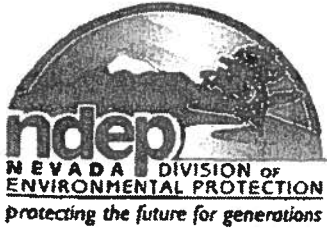
Jennifer L. Carr, P.E., C.E.M.
Chief, Bureau of Safe Drinking Water

Encl (2): February 22, 2013 FOAV & Order; February 28, 2013 Tomerlin Response

cc w/:Steve Mokrohisky, Douglas County Manager, P.O. Box 218, Minden, NV 89423
Douglas Ritchie, Chief Civil Deputy District Attorney, Douglas County, P.O. Box 218, Minden,
NV 89423

cc: Marsha Tomerlin, Sierra Country Estates Water System, 1657 Highway 395 North #102, Minden,
NV 89423
Katie Armstrong, Deputy Attorney General
Evan Maxwell, SCE Homeowners Association, 205 Sierra Country Circle, Gardnerville, NV 89460
Rob Anderson, RO Anderson Engineering, 1603 Esmeralda Ave., Minden, NV 89423
File NV0000931

ec: Dave Emme, Deputy Administrator, NDEP
Andrea Seifert, Compliance Branch Supervisor, NDEP BSDW
Ross Cooper, Facility Manager, NDEP BSDW
Malcolm Wilson, Nevada Division of Water Resources
Bryan Stockton, Deputy Attorney General for NDWR



STATE OF NEVADA
Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

February 22, 2013

Marsha Tomerlin
Sierra Country Estates Water System
1657 Highway 395 North, Suite 102
Minden, NV 89423

CERTIFIED MAIL

9171 9690 0935 0011 8851 12

**RE: SIERRA COUNTRY ESTATES WATER SYSTEM (NV0000931)
Finding of Alleged Violation & Administrative Order**

Dear Ms. Tomerlin,

The enclosed Finding of Alleged Violation and Administrative Order are issued under the authority of the Administrator of the Nevada Division of Environmental Protection (NDEP) pursuant to Nevada Revised Statutes (NRS) 445A.925 and 445A.950. The enclosed documents relate to the alleged failure of Sierra Country Estates (SCE), Public Water System (PWS) ID# NV0000931 to comply with applicable State Public Water Systems Laws.

It is the policy of the State of Nevada "to provide for water which is safe for drinking and other domestic purposes and thereby promote the public health and welfare." See NRS 445A.800. As a Public Water System (PWS) owner, you are required to comply with all drinking water standards and regulations adopted by the State Environmental Commission to meet the intent of this policy.

The Nevada Division of Environmental Protection (NDEP) is aware that, by Court Order entered February 6, 2013, the United States Bankruptcy Court for the District of Nevada (Bankruptcy Court) approved the abandonment of the SCE PWS by the Trustee back to the debtor, the Tomerlins (Case No. BK-N-12-52078-BTB). Abandonment of the PWS by the Trustee out of Bankruptcy Court was part of the Settlement Agreement under the United States District Court for the District of Nevada in *Trackman v. Sierra Country, Inc., Tomerlin* (US District Court Case No. 3:09-cv-00751-LRH-RAM). The NDEP is aware that actions under these Federal Courts do not resolve non-compliance issues with Nevada Public Water Systems Laws.

The attached Finding of Alleged Violation (FOAV) details the Laws and Regulations for which the SCE PWS is alleged to be in non-compliance. Generally, these include Lead Action Levels, treatment techniques, operator certification requirements, and monitoring and reporting requirements.

Among other items, the enclosed Administrative Order (AO) requires a representative of SCE PWS to file a statement of intent to comply with the PWS Laws and Regulations. Failure to fully comply with all PWS Laws and Regulations, or this AO, will subject SCE PWS to injunctive relief pursuant to NRS 445A.945. The NDEP may also seek appropriate relief for administrative fines and civil penalties pursuant to NRS 445A.950; furthermore, you may also be subject to criminal penalties pursuant to NRS 445A.955.




Ms. Marsha Tomerlin
SCE FOAV & Order
February 22, 2013
Page 2

The AO is final and not subject to review unless, within 10 calendar days of receipt of the Order, a representative of SCE PWS files a written request for an appeal hearing before the NDEP. Written requests to appeal this enforcement should be sent to:

Dr. Colleen Cripps, PhD, Administrator
Nevada Division of Environmental Protection
901 South Stewart Street, Suite 4001
Carson City, NV 89701

Should you have any questions or concerns, please do not hesitate to contact me at 775-687-9515.

Sincerely,



Jennifer L. Carl, P.E., C.E.M.
Chief, Bureau of Safe Drinking Water

Enc (2): Finding of Alleged Violation; Administrative Order

cc w/:Katie Armstrong, Deputy Attorney General

Steve Mokrohisky, Douglas County Manager, P.O. Box 218, Minden, NV 89423

Douglas Ritchie, Chief Civil Deputy District Attorney, Douglas County, P.O. Box 218, Minden, NV 89423

Jason Gambatese, U.S. EPA Region 9 (WTR-6), 75 Hawthorne St., San Francisco, CA 94105

Jason King, State Engineer, Nevada Division of Water Resources

Elaine Flynn, SCE Homeowners Association, 205 Sierra Country Circle, Gardnerville, NV 89460

Rob Anderson, RO Anderson Engineering, 1603 Esmeralda Ave., Minden, NV 89423

File NV0000931

cc w/:Colleen Cripps, Administrator, NDEP

Dave Emme, Deputy Administrator, NDEP

Andrea Seifert, Compliance Branch Supervisor, NDEP BSDW

Ross Cooper, Facility Manager, NDEP BSDW

Malcolm Wilson, Nevada Division of Water Resources

Bryan Stockton, Deputy Attorney General for NDWR

Evan Maxwell, Homeowner

FINDING OF ALLEGED VIOLATION

I. This Finding is issued on the basis of the following:

A. RELEVANT STATUTORY AND REGULATORY AUTHORITY:

1. General Provisions:

- a. The State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP), under the authority of Nevada Revised Statutes (NRS) 445A.925, has the power and duty to enforce the provisions of the Nevada Public Water Systems Law set forth in NRS 445A.800 to 445A.955, inclusive, and regulations adopted pursuant thereto.
- b. NRS 445A.808 defines a Community Water System as a public water system (PWS) that: (1) has at least 15 service connections used by year-round residents of the area served by the system; or (2) regularly serves at least 25 year-round residents of the area served by the system.
- c. The State Environmental Commission (SEC) under authority of NRS 445A.855 has adopted, by regulation, primary drinking water standards which prescribe maximum permissible levels for contaminants in any public water system (PWS) and provide for the monitoring and reporting of water quality.
- d. The SEC under authority of NRS 445A.860 and NRS 445A.880 has adopted, by regulation, requirements for operating a public water system and for certification of operators.
- e. NRS 445A.875 states that a person shall not act as an operator of a community water system unless he has obtained a certificate to operate such a water system from the Division.
- f. NRS 445A.940 requires notification to the Division if: (1) the PWS does not comply with the primary drinking water standard; or (2) the PWS fails to perform any required monitoring of water quality.
- g. NAC 445A.4525 establishes Maximum Contaminant Levels (MCL), Action Levels (AL) and Treatment Techniques (TT) for primary drinking water contaminants in PWSs. The MCL, AL, and TT provisions of Title 40 of the Code of Federal Regulations Part 141 (40 CFR §141) listed below are adopted by reference:
 1. Pursuant to 40 CFR §141 Subpart I – Control of Lead and Copper:
 - a. 40 CFR §141.80(c)(1): the AL for Lead is exceeded if the concentration of lead in more than 10% of tap water samples collected during any monitoring period (i.e. the “90th percentile” lead level) is greater than 0.015 milligrams per liter (mg/l).

- b. 40 CFR §141.80(d)(1): All water systems shall install and operate optimal corrosion control treatment.
- c. 40 CFR §141.80(e): Any system exceeding the lead or copper action level shall implement all applicable source water treatment requirements specified by the State.
- h. Nevada Administrative Code (NAC) 445A.453 requires that all PWSs meet the requirements of NAC 445A.450 to 445A.5405, inclusive, and of the "National Primary Drinking Water Regulations", as adopted by reference in NAC 445A.4525.
- i. NAC 445A.66675 requires a supplier of water to install and operate a system for the control of corrosion when warranted by the presence of lead and copper in a PWS.

2. Monitoring and Reporting Requirements:

- a. NAC 445A.454 sets forth the monitoring requirements for primary standards adopted by reference in NAC 445A.4525. The provisions of 40 CFR §141 listed below are adopted by reference:
 - 1. 40 CFR 141.21(a)(2) requires routine monthly monitoring for total coliform bacteria.
 - 2. 40 CFR §141.80(h) references §§141.86 to 141.89, inclusive, and requires tap water monitoring for lead and copper, monitoring for water quality parameters, source water monitoring for lead and copper, and analyses of the monitoring results under [Subpart I] shall be completed in compliance with §§141.86, 141.87, 141.88, and 141.89.
- b. NAC 445A.4525 adopts by reference the reporting requirements for primary standards set forth in 40 CFR §141.90, which requires the PWS to report test data to NDEP within ten days following the end of each applicable monitoring period.
- c. NAC 445A.453 requires compliance with 40 CFR §141.80(g) which further requires Public Education be issued pursuant to §141.85. All water systems must provide a consumer notice of lead tap water monitoring results to persons served at the sites (taps) that are tested. Any system exceeding the lead action level shall supply Public Education materials to their customers and repeat the delivery twice in each twelve month period until the lead action level is no longer exceeded

3. Treatment Techniques:

- a. NAC 445A.453 requires compliance with TT requirements adopted by reference in NAC 445A.4525. The provisions in 40 CFR §§141.80 to 141.91, inclusive, for control of lead and copper are adopted by reference.

1. Pursuant to 40 CFR §141.82(a), small water systems exceeding the AL for lead shall recommend installation of one or more of the corrosion control treatments listed in that section.
 - b. NAC 445A.54024 requires that a public water system that relies on a source of groundwater must, before commencing a water project to treat water, submit a preliminary engineering report to the NDEP for review and preliminary approval.
4. Permittees and Operators:
- a. NAC 445A.4665 requires a PWS to correct any significant deficiency identified by the NDEP during a sanitary survey. The correction must be conducted in accordance with a schedule approved by the NDEP. The PWS must address a written response to the significant deficiency found and propose an implementation plan and schedule for correction of the deficiency within 45 days after receipt of the sanitary survey report by the PWS.
 - b. NAC 445A.453 requires compliance with 40 CFR §141.403, adopted by reference by NAC 445A.4525, which specifies that when a significant deficiency is identified at a PWS, the PWS must consult with the NDEP regarding the appropriate corrective action within 30 days of receiving written notice from the NDEP.
 - c. NAC 445A.624 defines "responsible charge" as actively engaged in on-site supervision and performance of operation activities including the treatment or distribution of water and independently making process control or system integrity decisions about water quality that affect public health.
 - d. NAC 445A.6275 requires a PWS which is classified as a community water system to have a person in responsible charge of the facility, or on call, at all times. Except as otherwise provided in NAC 445A.6285, the person in responsible charge of the public water system must hold a full certificate in the same classification as, or a higher classification than, the classification of the PWS.
5. Injunctive Relief and Penalties:
- a. Pursuant to NRS 445A.945, the NDEP may apply to the district court to enjoin the continuance or occurrence of any act or practice which violates the provisions of NRS 445A.800 to 445A.955, inclusive, or of any regulation adopted or order issued pursuant thereto.
 - b. Pursuant to NRS 445A.950, any supplier of water who: (a) Violates any standard established pursuant to NRS 445A.855; (b) Violates or fails to comply with an emergency order issued pursuant to NRS 445A.930; (c) Violates any condition imposed by the Commission upon granting a variance or exemption under NRS 445A.935; (d) Violates a regulation adopted by the Commission pursuant to NRS 445A.860; or (e) Fails to give a notice as required by NRS 445A.940, is liable for

a civil penalty of not more than \$5,000 for each day of the violation. In addition, the NDEP may impose an administrative fine of not more than \$2,500 per day for each such violation.

- c. Pursuant to NRS 445A.955, any person who violates the provisions of NRS 445A.800 to 445A.955, inclusive, or any regulation adopted pursuant to those provisions is guilty of a misdemeanor. Each day of violation constitutes a separate offense.

B. FACTUAL ALLEGATIONS:

1. Sierra Country Estates (SCE) water system, having at least 15 existing service connections that are available for use anytime to serve year-round residents, is a Community PWS and subject to regulation under the Nevada Public Water Systems Law.
2. Upon information and belief, Ms. Marsha Tomerlin is the Owner of the SCE PWS.
3. By Court Order entered February 6, 2013, the United States Bankruptcy Court for the District of Nevada (Bankruptcy Court) approved the abandonment of the SCE PWS by the Trustee back to the Tomerlins as debtor (Case No. BK-N-12-52078-BTB). Therefore, the SCE PWS is not within the jurisdiction of the Bankruptcy Court.
4. On June 17, 2011, the NDEP summarized previous documentation by letter and informed SCE, among other items, that on the following dates, the values for the 90th percentile lead levels exceeded the 0.015 mg/l Action Level for lead:
 - a. September 13, 2006 at 0.019 mg/l;
 - b. December 7, 2006 at 0.024 mg/l;
 - c. June 8, 2009 at 0.065 mg/l; and
 - d. December 28, 2009 at 0.045 mg/l.
5. SCE supplies ground water to its customers and has accrued violations for the following National Primary Drinking Water Regulations adopted by reference. Upon information and belief, these violations have not been returned to compliance.
 - a. 40 CFR §141 Subpart I – Control of Lead and Copper
 1. Tap water Sampling – Jan-June, 2010
 2. Tap water Sampling – Jul-Dec, 2010
 3. Tap water Sampling – Jan-June, 2011
 4. Tap water Sampling – Jul-Dec, 2011
 5. Tap water Sampling – Jan-June, 2012
 6. Tap water Sampling – Jul-Dec, 2012
 7. Optimal Corrosion Control Treatment – Recommendation/Study
 8. Optimal Corrosion Control Treatment – Installation
 9. Public Education– August 24, 2009
 10. Public Education– Jan-June, 2010
 11. Public Education– Jul-Dec, 2010

12. Public Education-- Jan-June, 2011
13. Public Education-- Jul-Dec, 2011
14. Public Education-- Jan-June, 2012
15. Public Education-- Jul-Dec, 2012

- b. 40 CFR §141.21 Coliform Sampling
 1. Failure to monitor - December, 2012
 2. Failure to monitor - January, 2013

6. Upon information and belief, the Certified Operator previously contracted to operate the system in responsible charge terminated their services on January 21, 2013 due to non-payment for services. The NDEP has not been notified of a replacement operator in responsible charge.
7. In the June 17, 2011 letter from the NDEP, SCE was required to submit a recommendation for optimal corrosion control treatment in accordance with 40 CFR §141.82(a) and a Preliminary Engineering Report for review and preliminary approval in accordance with NAC 445A.54024, as required whenever treatment is necessary for a water system to meet a drinking water standard. This recommendation and submittal was due by July 31, 2011, but has not been received.
8. On October 6, 2009 and again on September 1, 2010, NDEP assisted the PWS by providing Public Notification and educational materials required to be issued to the consumers of the system by SCE. Verbal confirmation by phone indicated the information had been disseminated, but despite NDEP's request for written documentation, no proof of posting or distribution was provided. In individual discussions with a few home owners, it was verified that at least some had received such notification and education. A Community Water System is required to distribute such information two times every twelve months in accordance with 40 CFR §141.85; however, proof of public notice and education has not been received.
9. On December 17, 2012, the NDEP issued a Sanitary Survey Report to SCE PWS detailing one Significant Deficiency and five additional Other Deficiencies. In accordance with NAC 445A.4665, the Report required a written response within 45 days of receipt of the report, or February 2, 2013. In accordance with 40 CFR §141.403, consultation with the NDEP regarding corrective action for the Significant Deficiency should have occurred within 30 days, or January 16, 2013. Neither a response nor consultation from SCE PWS has been received.

II. FINDINGS OF ALLEGED VIOLATIONS. Based upon the foregoing statutory and regulatory authority and the factual allegations set forth herein, the NDEP finds and alleges as follows:

- A. **FINDING:** SCE is in violation of NRS 445A.875 and NAC 445A.6275, for failure to maintain a Certified Operator in responsible charge of the facility since January 21, 2013, and Ms. Marsha Tomerlin is not certified by the NDEP to act as the operator of a community water system.

B. **FINDING:** SCE is in violation of NAC 445A.453 and NAC 445A.454 for failing to perform the monitoring and reporting requirements for National Primary Drinking Water Regulations;

1. SCE failed to perform or report proper tap water sampling results for the 6 semi-annual monitoring periods listed in I.B.5.a., above, and in accordance with 40 CFR §141.86. *Note: Additional semi-annual violations will continue to accrue until sampling and reporting can be properly conducted in accordance with the laws and regulations.*
2. SCE failed to collect or report a monthly routine total coliform sample during the months of December, 2012 and January, 2013, in accordance with 40 CFR §141.21. *Note: Additional monthly violations will continue to accrue until sampling and reporting resumes.*

C. **FINDING:** SCE is in violation of NAC 445A.453 for failing to comply with the Action Level for lead as defined by 40 CFR §141.80(c)(1). Action Levels for Lead in the SCE PWS have been documented at 0.019 mg/l – 0.065 mg/l while the Action Level is 0.015 mg/l.

D. **FINDING:** SCE is in violation of NAC 445A.453 and NAC 445A.66675 for failing to investigate, install, and operate optimal corrosion control treatment as required by 40 CFR §141 – Subpart I.

E. **FINDING:** SCE is in violation of NAC 445A.54024 for failing to submit a preliminary engineering report to the NDEP for review and preliminary approval that includes an evaluation of strategies for controlling lead in the PWS.

F. **FINDING:** SCE is in violation of NAC 445A.453 for failing to distribute and/or provide proof of public notice and educational information under the Lead and Copper Rule for the 7 instances of public notice and education violations listed in I.B.5.a., above, in accordance with 40 CFR §141.80(g) pursuant to 40 CFR §141.85.


G. **FINDING:** SCE is in violation of NAC.453, requiring compliance with 40 CFR§141.403, for failing to consult with the NDEP by January 16, 2013 on the significant deficiency cited in the NDEP's December 17, 2012 Sanitary Survey; and SCE is in violation of NAC 445A.4665 for failing to respond in writing by February 2, 2013 regarding the December 17, 2012 Sanitary Survey which required an implementation plan and schedule for correcting the significant deficiency cited therein.

H. **FINDING:** In accordance with NRS 445A.950, SCE is subject to civil penalties not more than \$5,000 per day per each violation enumerated herein and an additional administrative fine not more than \$2,500 per day per each violation enumerated herein.

III. **CONCLUSION.** On the basis of the facts listed above, and the potential threat to public health caused by the condition of SCE PWS, the Division of Environmental Protection, of the State Department of Conservation and Natural Resources, finds and alleges that the

IN THE MATTER OF)
SCE PWS - FOAV)
February 22, 2013)
Page 7 of 7)

Parties are in violation of NRS 445A.875; NAC 445A.453, NAC 445A.454, NAC 445A.4665, NAC 445A.54024, NAC 445A.6275, and NAC 445A.66675; and 40 CFR §141 Subpart I (40 CFR §141.80 to §141.91, inclusive); §141.21, and §141.403, all as adopted by NAC 445A.4525.



Ross Cooper, MS
Environmental Scientist III
Bureau of Safe Drinking Water

2 - 22 - 13
Date

ADMINISTRATIVE ORDER

On the basis of the attached Finding of Alleged Violation (FOAV), and the potential threat to public health described therein, the Nevada Division of Environmental Protection (NDEP) of the State Department of Conservation and Natural Resources finds and alleges that Sierra Country Estates public water system is in violation of NRS 445A.875; NAC 445A.453, NAC 445A.454, NAC 445A.4665, NAC 445A.54024, NAC 445A.6275, and NAC 445A.66675; and 40 CFR §141 Subpart I (40 CFR §141.80 to §141.91, inclusive); §141.21, and §141.403, all as adopted by NAC 445A.4525.

IT IS HEREBY ORDERED:

Ms. Marsha Tomerlin, as Owner for Sierra Country Estates (SCE) Public Water System (PWS), shall:

- 1. By close of business on March 6, 2013: Contact Jennifer Carr, Chief of the Bureau of Safe Drinking Water, *in writing*, to convey SCE PWS's intent to comply with all Public Water Systems Laws and Regulations. Sierra Country Estates' written response shall be sent to:**

Jennifer L. Carr, P.E., C.E.M.
NDEP, Bureau of Safe Drinking Water
901 S. Stewart St., Ste. 4001
Carson City, NV 89701

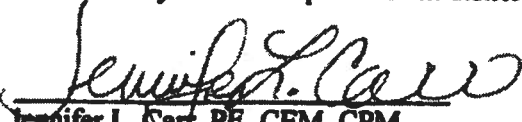
If there *is not* intent to comply on the part of SCE, the NDEP will seek injunctive relief pursuant to NRS 445A.945 and/or pursue any other appropriate relief deemed necessary to return this water system to compliance.

If there *is* an intent to comply on the part of SCE, the letter shall show cause why the NDEP should not impose civil penalties or administrative fines against SCE and/or or commence an action against SCE in district court for appropriate injunctive relief pursuant to NRS 445A.945.

- 2. If SCE provides the NDEP with a statement that there *is* an intent to comply, the following must also occur by close of business on March 6, 2013:**
 - a. Provide the prior Certified Operator in responsible charge, SPB Utilities, with any back payment for services as necessary to release monitoring data collected for compliance.**
 - b. Provide the NDEP with a statement from a Certified Operator who will commit to being in responsible charge of PWS operations.**
- 3. If SCE provides the NDEP with a statement that there *is* an intent to comply, the following must be provided by close of business on March 22, 2013:**
 - a. A plan for compliance, outlining each of the alleged violations identified in the FOAV.**
 - b. A timeline for compliance for review and approval by the NDEP.**

IN THE MATTER OF)
SCE PWS - AO)
February 22, 2013)
Page 2 of 2)

Failure to fully comply with this Administrative Order will result in the NDEP seeking injunctive relief and any additional penalties in district court pursuant to NRS 445A.945.


Jennifer L. Carr, PE, CEM, CPM
Chief of Environmental Programs
Bureau of Safe Drinking Water

2/22/13
Date

Marsha L. Tomerlin
1657 Hwy 395 No.
Minden, NV 89423

February 28, 2013

State of Nevada
Division of Environmental Protection
902 S. Stewart Street, Suite 4001
Carson City, NV 89701
Attn: Jennifer Carr, Chief
Bureau of Safe Drinking Water

Dear Ms. Carr:

I am in receipt of your letter regarding Sierra Country Estates Water System, Finding of Alleged Violation & Administrative Order.

Originally, the water system was to be transferred to, and maintained by Douglas County. When the County did not accept the system, CC&R's were created that provided that it would be maintained and owned by the homeowners. The financial responsibilities were to be shared equally by each property owner. Unfortunately, no reserve accounts were created, as it was agreed that the upkeep of the system would be paid as needed, through actual expenses incurred and a special assessment if needed. After many years of operation under this method, some of the property owners decided they did not want to continue to pay for the system, causing a financial hardship.

In an effort to bring the system into compliance, my husband and I have hired lawyers, engineers, certified water systems operators to no avail. After many years, this has been a financial drain and dire stress. My husband and I have now filed bankruptcy. I regret to advise you that I am not able to comply with the safe drinking water laws. I do not have the means, either technically, financially, or emotionally.

Sincerely,



Marsha L. Tomerlin

Douglas County Board of Commissioners Meeting August 1, 2013

Development Application 13-017
Order of Abandonment



Agenda Item # 14

Title

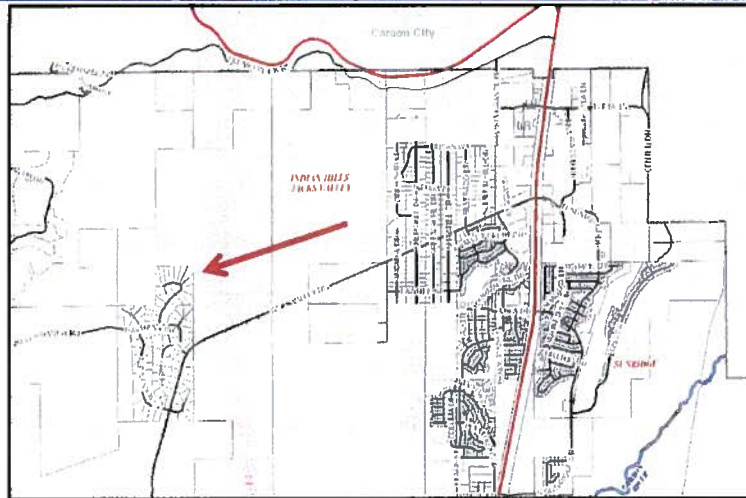
For possible action. Discussion on Development Application (DA) 13-017, for Bradley and Kathleen Rubenstein and Jack and Karen Norberg, a request for an Order of Abandonment vacating two separate 10-foot easements, on two adjacent parcels, which together create a 20-foot pedestrian and equestrian access easement, in exchange for two separate easements on the adjacent parcels which together will create a 15-foot pedestrian and equestrian access easement for the public. The subject easements are located on 3535 and 3539 Mont Blanc Court, within the SFR-2 (Single-Family Residential, 2-acre minimum net parcel size) zoning district in the Indian Hills/Jacks Valley Planning Area (APNs: 1419-11-001-014 & -018). The Board of Commissioners may approve, approve with modifications, or deny the request.



Agenda Item # 14

EXHIBIT (for identification only)
Filed 8/1/13
By [Signature] Deputy

Vicinity Map



Agenda Item # 14

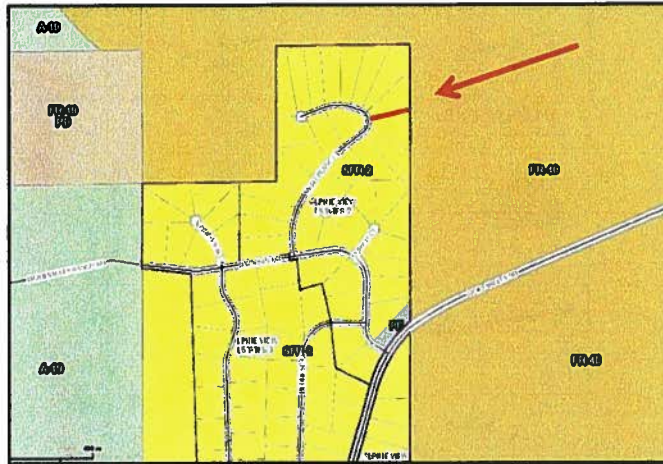


Aerial



Agenda Item # 14

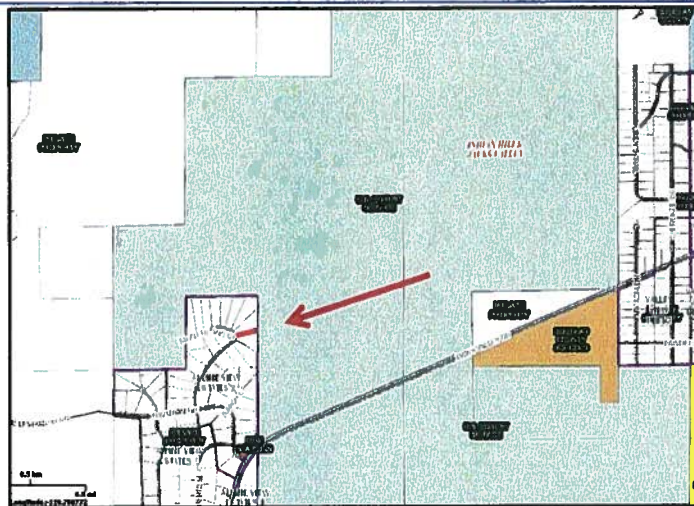
Zoning District



Agenda Item # 14



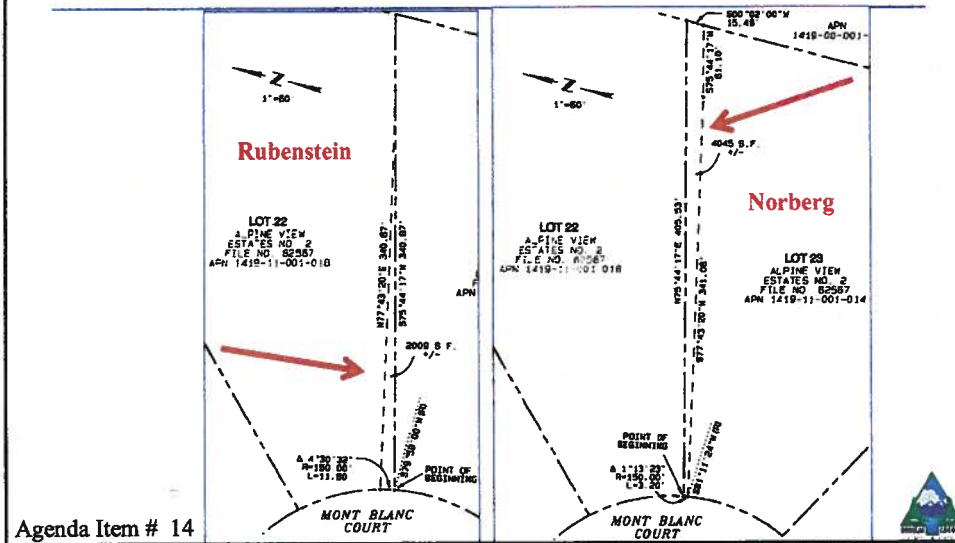
Adjacent Public Land

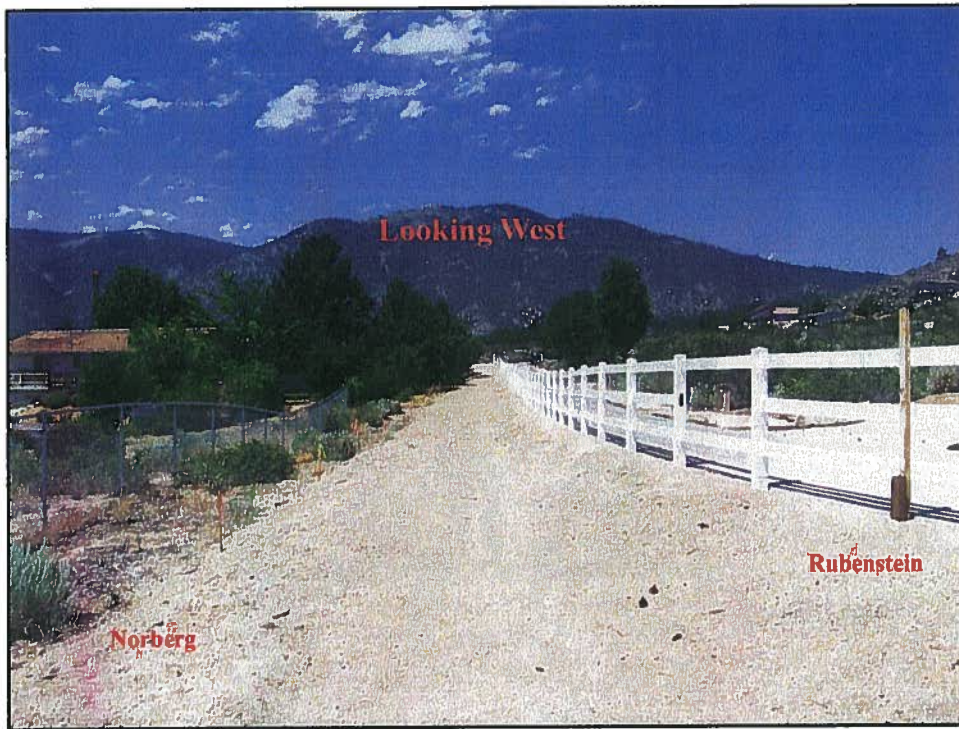


Agenda Item # 14

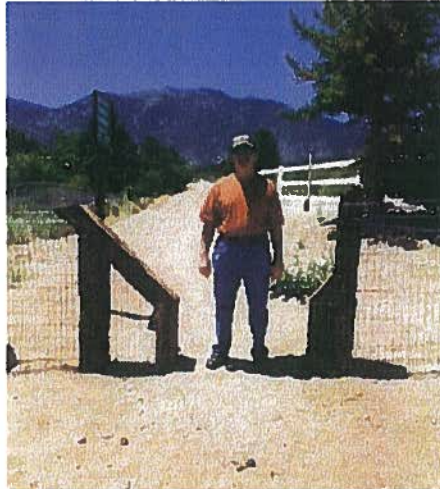


Two Triangular Shaped Easements – creating the proposed 15' easement





Existing Gate Looking West on Easement



Agenda Item # 14



History

- On September 4, 1997, the Douglas County Board of Commissioners approved DA 97-037 (Road Abandonment), allowing the abandonment of 3, 50-foot road and equestrian easements within the Alpine View Estates Subdivisions (Phases 1, 2, and 3) in exchange for three, 20-foot public pedestrian and equestrian easements.

Agenda Item # 14



[illegible]

DOUGLAS COUNTY, NEVADA

- Correction to report: Page 6 public comment – correct count is 18 signatures on the petition, not 24, in favor of the abandonment.
- Additional Public Comment as of today 8/1/2013.
 - 7 comments opposed – concerns were not having enough width for animals and people, especially when traveling in opposite directions, which creates a material harm.
 - 1 comment in favor of abandonment – supporting the recent improvements to the easement.

Additional Discussion Points

- Construction of trail improvements.
 - A site improvement permit is not required for the type of earth work that was done to the easement.
 - Drainage – the existing culvert was constructed with the driveway and was built to standard.

Agenda Item # 14



Finding

- Pursuant to Nevada Revised Statutes (NRS) 278.480 *Vacation or abandonment of street or easement*, the governing body authorized to take final action for an abandonment request shall order the street or easement vacated, -

-if the body is satisfied that the public will not be materially injured by the proposed vacation.

Agenda Item # 14



Recommendation

Approve Development Application (DA) 13-017, for Bradley and Kathleen Rubenstein and Jack and Karen Norberg, a request for an Order of Abandonment vacating two separate 10-foot easements, on two adjacent parcels, which together create a 20-foot pedestrian and equestrian access easement, based on the discussion and recommended conditions of approval in the staff report.

Agenda Item # 14




**Board of Commissioners
Meeting**

August 1, 2013

**Item #14
DA 13-017
Abandonment**

Additional Public Comment

EXHIBIT (for identification only)
CN705 E19 CS1016
Filed 8/1/13
By  Deputy

In Favor

RECEIVED

AUG 01 2013

DOUGLAS COUNTY
COMMUNITY DEVELOPMENT

Dear Mr. Goering:

I'm writing in support of Development Application (DA) 13-017 proposed by the Rubensteins and Norbergs. I have had an opportunity to speak with them and also to observe the planned modifications and improvements to the easements. I feel strongly that their proposal is sound: it solves the problems inherent in the original easement while actually improving access for Alpine View residents like myself. The original easement runs along the Rubenstein's driveway, not a desirable situation for the Rubensteins. The modifications that are in place also make it more difficult for illegal motor vehicle access to the public land on the east side of Alpine View while preserving access for other forms of traffic. This and other modifications make the easement more obvious to users and also prevent soil erosion.

Feel free to contact me if you would like to discuss this issue further.

Yours truly,

Lee Elson
3485 Zurich Ct.
Carson City, NV 89705
775-267-9371

RECEIVED

JUL 29 2013

DOUGLAS COUNTY
COMMUNITY DEVELOPMENT

July 26, 2013

Douglas County Community Development Department
P.O. Box 218
Minden, NV 89423

Re: Development Application (DA) 13-017

To : Commissioners

I live at 3548 Mont Blanc Court and frequently walk on the easement created by Bradley and Kathleen Rubenstein as access to the US Forest Service land. The access has been well maintained by the Rubensteins and is also easily accessed by equestrians such as my wife, Karen G. Baggett.

I have no objections to the change in the easement requested by my neighbors Jack and Karen Norberg and Bradley and Kathleen Rubenstein. They have acted in a responsive and prompt manner to the concern of other neighbors to maintain access to the public lands.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Rex T. Baggett, M.D.", written in a cursive style.

Rex T. Baggett, M.D.

Opposed

Pg 1 of 2

ATT: DIRK GOERING

THE LETTER FOLLOWING IS A RESPONSE
TO THE PACKET FOR THE AGENDA
ITEM FOR THE EASEMENT ON
MONT BLANC CT.

PLEASE FORWARD THIS ON TO
THE COUNTY COMMISSIONER.

THANK YOU -

JOHN VERNARECCI

267-5330

July 30, 2013

Dear Douglas County Commissioners,

I have reviewed the package, and would like to comment on its contents.

Please be mindful that the easement in question belongs to the 47,000 people of Douglas County, not to the Alpine View Property Owners Assoc. The letter of recommendation you received from them was the collaboration of a total of 5 people, and one of them was Mr. Norberg, one of the applicants in this matter. If you have read the minutes to that meeting that I sent you, you will realize that those 5 people had very little knowledge of the easement or the impact this change would bring to the people who continuously use it.

This twenty-foot easement has gone through multiple property owners, and there have never been any problems or issues. The applicant never approached the County with "a problem". He simply took it upon himself to fence off the easement with no regard to the people who have used it for so many years. This easement is in continual use by the public, which includes multiple pedestrians, some who are elderly and use canes or walking sticks, some people walk with dogs, who do not have to be leashed, many equestrian riders use the easement; some with multiple horses. As you can see by the photos the applicants sent to you, there is a lot of activity on this easement. What you are not seeing in the photos is when multiple people and animals - both large and small - come together from both directions on the easement at the same time.

What you also must realize when looking at these photos is that the property you are looking at is not only the proposed fifteen feet, but approximately 30-35 feet. The fifteen feet itself is not flat, there is a 2-3 foot drop from the fence side that is not usable, there is a drop on the other side and trees and low overhang within the boundary. And WHEN Mr. Norberg fences his side of the easement there will be even less room in case there is an emergency situation.

The County, for good reason, decided many years ago that twenty feet was the minimum safe size for this easement. Fifteen feet is not enough room to maneuver large animals that might become frightened or spooked in such a close environment with a lot going on around them. You should always expect the unexpected. It is in the public's best interest to leave it a twenty foot (fully usable twenty feet) easement.

After reading this file I fail to see how the actions of Mr. Rubenstein in fencing off this easement has benefited the people of Douglas County.

You ask "what harm is it causing"? I say taking away our easement is the harm. Moving it to another location that is not level or fully usable is the harm. Obstructing the access to US Forest land, making it difficult for people with special needs to access is the harm. Narrowing it to fifteen feet which is not adequate to accommodate both people and animals is the harm. Taking away our peace-of-mind that we can all use this in a safe and carefree manner is the harm.

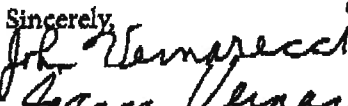

No one is suggesting Mr. Rubenstein should not be allowed to put up a fence or gate on his property, but he should have put it where it belonged, at the edge of the easement - not down the middle of it. He is now (after the fact), asking Douglas County to reward him for what he has done. He is asking you to do this for him and disregard the rights of the people of this county who are burdened with the harm his actions have caused - and will continue to cause.

You are trying to solve a problem that never should have become a problem.

We believe modifying this easement is not right; it does cause harm, and is not in the best interest of the 47,000 people of Douglas County.

We ask that you deny this proposed modification.

Sincerely,



John and Joanna Vernarecci

Goering, Dirk

From: noah2672186@aol.com
Sent: Wednesday, July 31, 2013 7:21 AM
To: Goering, Dirk

To the Douglas County Commissioners:

It has come to my attention that there is a proposal to modify the 20' equestrian easement on Mont Blanc Ct. to a 15' easement. As a resident of Douglas County, a horse owner and trail enthusiast and I am opposed to lowering the width of this easement.

Sincerely,
Linda Noah
P.O. Box 1513
Minden, NV. 89423

To the Douglas County Commissioners:

Goering, Dirk

From: Margaret Herman & Richard Spence <pegasuspeg@msn.com>
Sent: Wednesday, July 31, 2013 7:33 AM
To: Goering, Dirk
Subject: Mont Blanc Easement

To: Douglas County Commissioners

It has come to our attention that there is a proposal to modify the 20' equestrian easement on Mont Blanc Ct to a 15' easement.

As residents of Douglas County and horse owners/trail riders we know how important it is to keep a reasonable easement distance between private property.

The existing 20' easement has worked without any problems for many years. There is NO Reason to change it.

Thank you.

Margaret J. Herman and Richard Spence
P. O. Box 1131
1826 Eldon Way
Minden NV 89423

Goering, Dirk

From: Tamara Peterson <tmrpeterson@yahoo.com>
Sent: Wednesday, July 31, 2013 10:55 AM
To: Goering, Dirk
Subject: 20' equestrian easement

To the Douglas County Commissioners:

It has come to my attention that there is a proposal to modify the 20' equestrian easement on Mont Blanc Ct. to a 15' easement. As a resident of Douglas County and a horse owner I am opposed to lowering the width of this easement.

Sincerely,

**Tamara Peterson
1569 Chiquita St.
Minden, NV 89423**

Goering, Dirk

From: Terri or Ralph Thomas <htayurt@yahoo.com>
Sent: Wednesday, July 31, 2013 8:28 PM
To: Goering, Dirk
Subject: 20" easement in Jacks Valley

To the Douglas County Commissioners:

It has come to my attention that there is a proposal to modify the 20' equestrian easement on Mont Blanc Ct. to a 15' easement. As a resident of Douglas County and trail enthusiast and I am opposed to lowering the width of this easement.

Sincerely,

Terri Thomas
P.O.Box 52
Genoa, NV 89411
775-392-0492

Goering, Dirk

From: jnebbitt3@frontier.com
Sent: Wednesday, July 31, 2013 7:39 PM
To: Goering, Dirk
Subject: PLANNING AREA 1419-11-001-014 & -018

CREATING A 20 FOOT PEDESTRIAN AND EQUESTRIAL ACCESS EASEMENT WOULD BE MUCH SAFER FOR WALKING AND RIDING. HORSES NEED AT LEAST 10 FT TO SAFELY TURN AROUND AND IN CASE OF ANY SIDEWAYS MOVEMENT NOT TO INJURE A RIDER FROM ELEMENTS ON THE SIDE, A 20 FT EASEMENT MAKES MORE SENSE. ALSO A RIDER PASSING OR MEETING A HIKER IS SAFER SPACE BETWEEN EACH ONE. I THINK SAFETY IS THE ISSUE HERE TO PRECLUDE ANY ACCIDENTS , INJURIES OR SUITS.

THANK YOU.

JANE AND TERRY CATHER

Goering, Dirk

From: Larissa Works <lworksalot@hotmail.com>
Sent: Wednesday, July 31, 2013 7:25 PM
To: Goering, Dirk
Subject: Equestrian Easement

To the Douglas County Commissioners:

It has come to my attention that there is a proposal to modify the 20' equestrian easement on Mont Blanc Ct. to a 15' easement. As a resident of Douglas County, a horse owner and trail enthusiast and I am opposed to lowering the width of this easement.

Sincerely,

Larissa Holcomb
450 Foothill Rd
Gardnerville, NV, 89460

Edgewood Companies RA-5 Subdivision

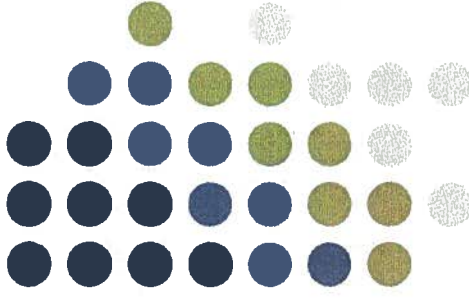
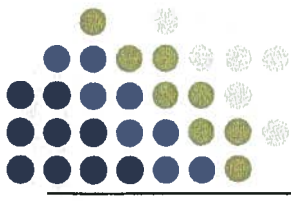


EXHIBIT (for Identification only)
Filed 8/13/13 By Stephanie Hicks
Deputy

RO Anderson

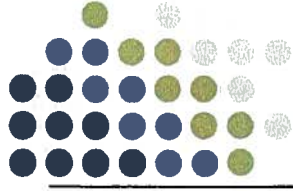
Edgewood Companies

RA-5 Subdivision

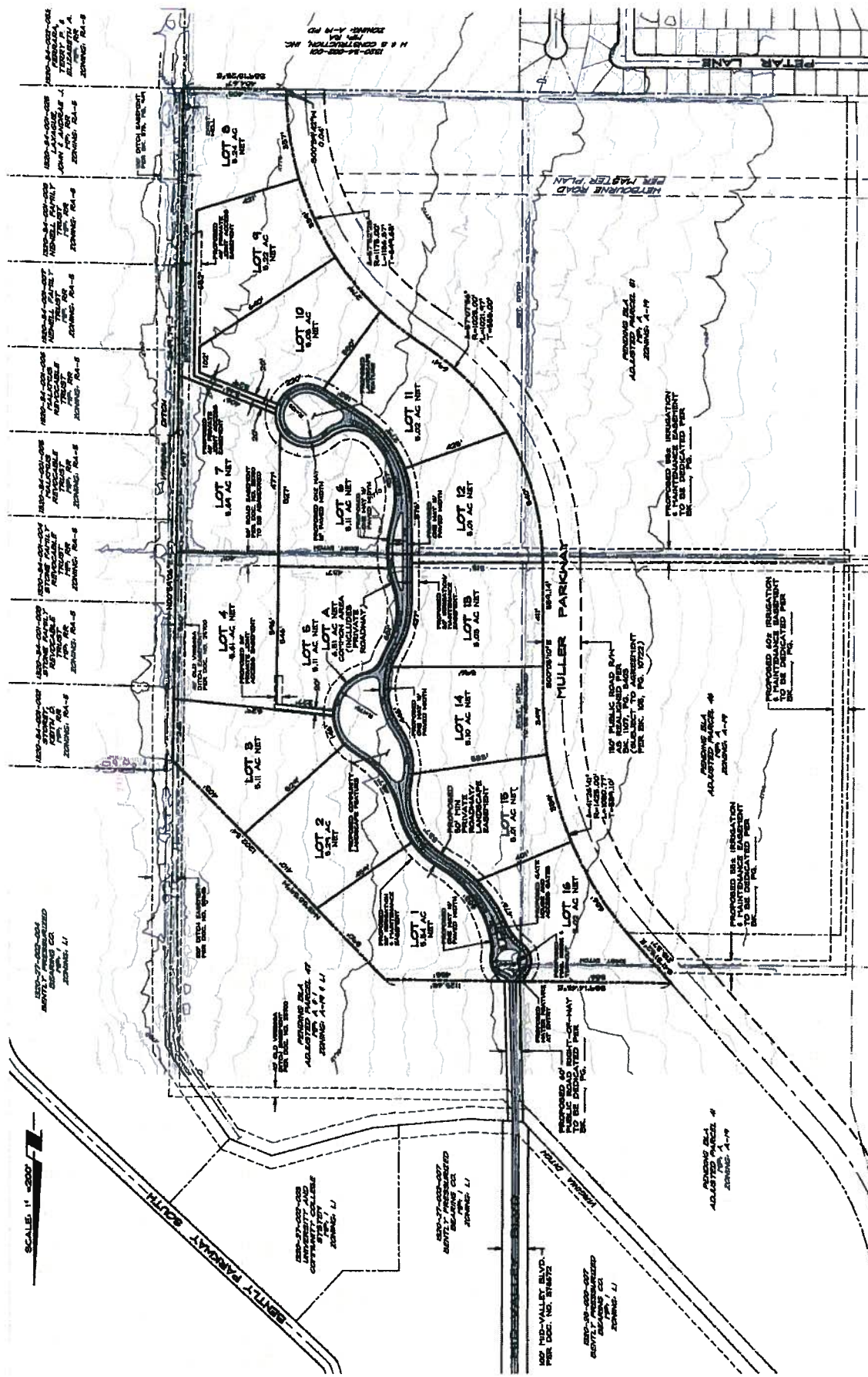


- Request for a Tentative Subdivision Map to divide 89.64 acres into 16 parcels and one private roadway/common area parcel.
 - RA-5 Zoning District
- Reduce private road ROW from 60 feet to 50 feet
- Allow modified rural road section
- Request for a private road

Vicinity Map

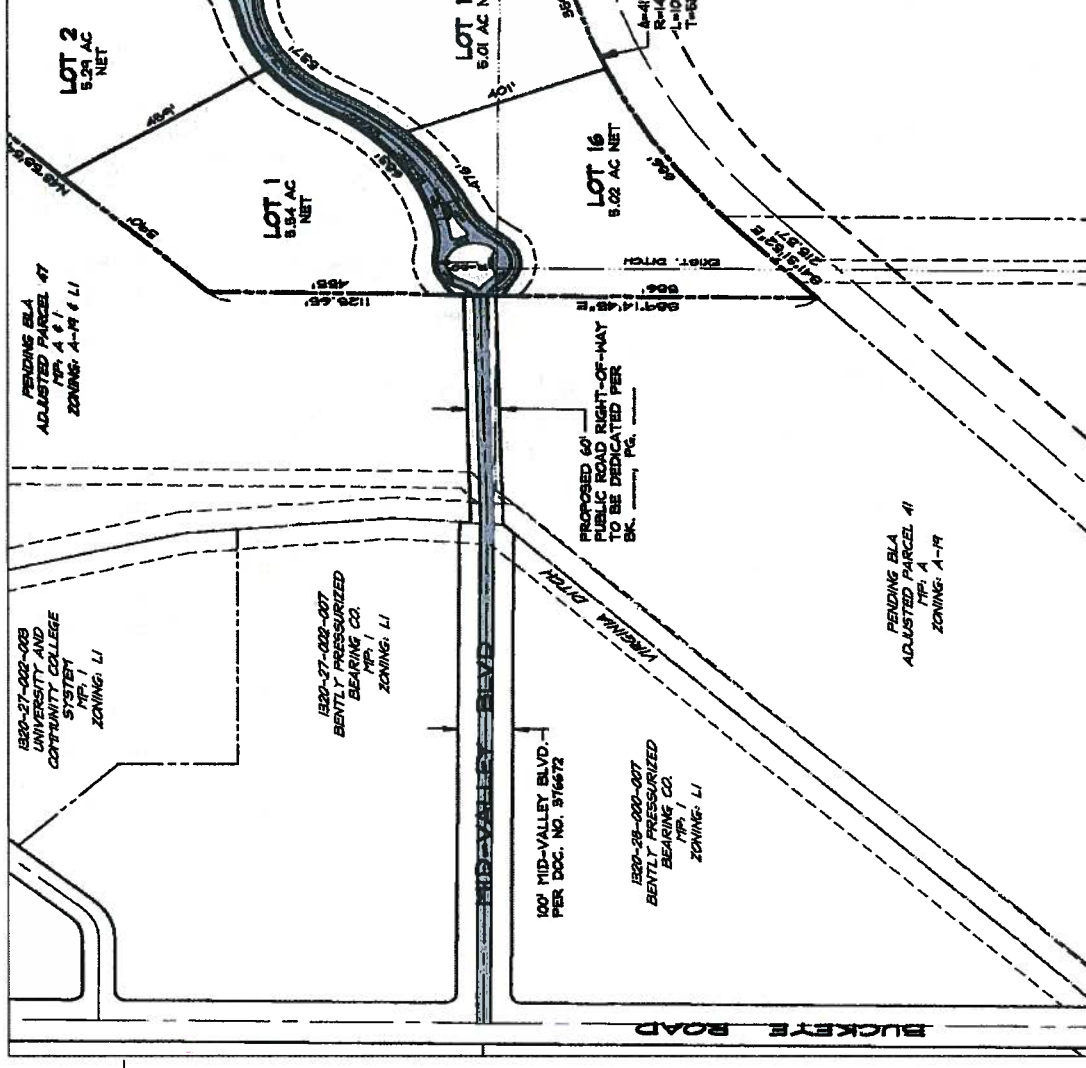


RO Anderson



Access

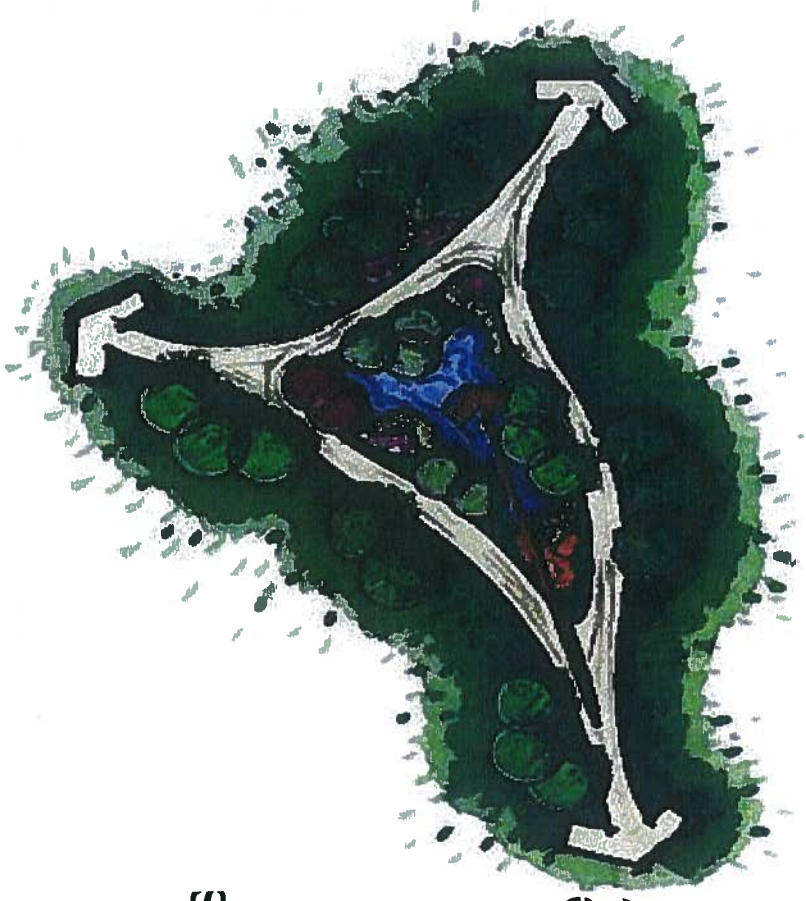
- Mid-Valley Boulevard
- Proposed Off-site Dedication of a 60-foot public road ROW to link the existing roadway easement to the subdivision

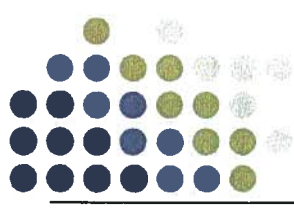




Variance Request

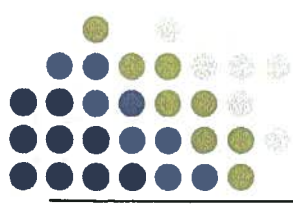
- Reduce private road ROW from 60 feet to 50 feet
- Allow modified rural road section
- Proposed 50-foot ROW includes:
 - a combination of one-way and two-way road sections
 - an equestrian trail
 - a gatehouse
 - community landscape features.
- Private roadway/open space “Lot A” will be maintained by HOA.





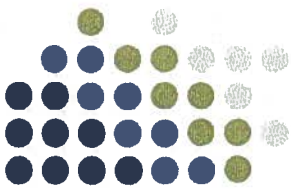
Variance Findings

- The proposed ROW widths are sufficient for emergency service access.
- Paved portions of the roadway sections meet the required min. 24-foot width for two-way sections and min. 16-foot width for one-way sections.
- The project is unique in its promotion of equestrian uses and continuation of flood irrigation of the parcels for agricultural uses.
- A wider ROW would make the proposed irrigation system more difficult.



Variance Findings

- The request is consistent with the zoning ordinances and master plan, which allow variances under special circumstances.
- The ROW widths are consistent with the surrounding community and appropriate for the particular traffic characteristics of this rural development.
- The variance would not prevent other properties in the area to divide in the future.



Water and Sewer

- The project will connect to the Town of Minden for water service.
- The project will connect to MGSD for sewer service.

Douglas County Board of Commissioners Meeting August 1, 2013

Land Division Application 13-006 Tentative Residential Subdivision Map



Agenda Item # 15

Title

For possible action. Discussion on Land Division Application (LDA) 13-006, a Residential Tentative Subdivision Map for Edgewood Companies, to divide 89.64 acres into 17 parcels, the smallest being 5.0 net acres in area. The request includes the development of a private road, a Variance to Improvement Standards pursuant to Douglas County Code Section 20.704.070 to reduce the private road right-of-way width from 60 feet to 50 feet, and a second Variance to Improvement Standards to allow a rural road section that does not conform to the detail in the Design Manual. The site is located approximately 1,200 feet south of the Buckeye Road and Mid Valley Boulevard intersection within the RA-5 (Rural Agricultural, 5-acre minimum net parcel size) zoning district in the Minden/Gardnerville and Central Agricultural Community Plans (APN: 1320-34-001-028). The Board of Commissioners may approve, approve with modifications, or deny the request.



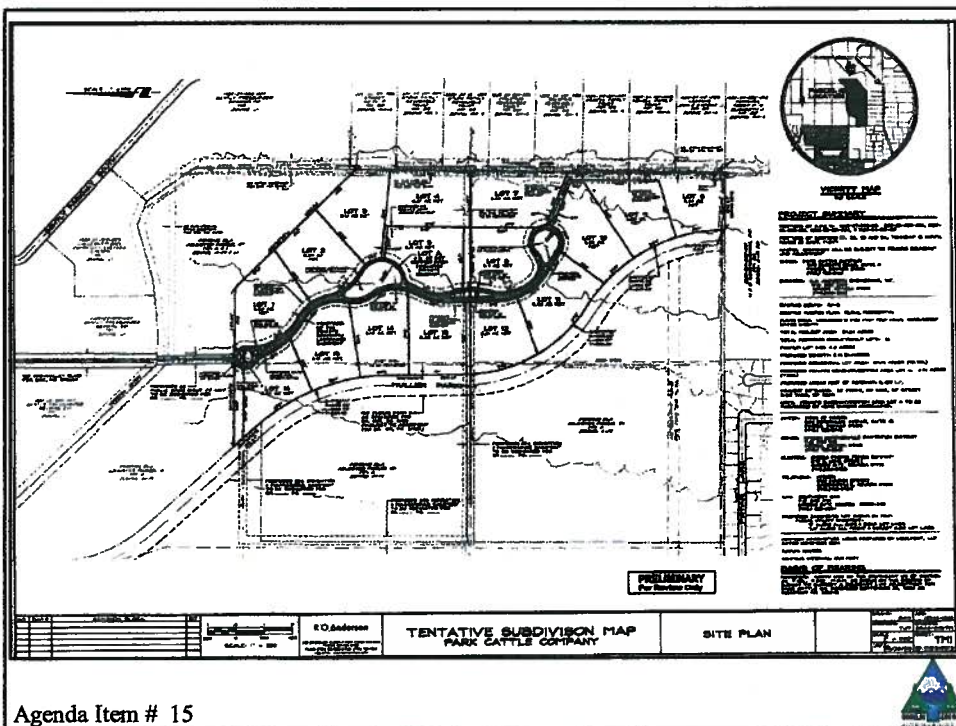
Agenda Item # 15

EXHIBIT (for identification only)
LDA #13-006
Filed 8/1/13
By [Signature]
Deputy

Aerial



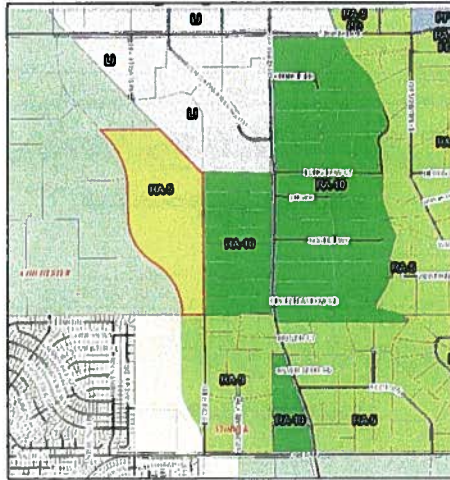
Agenda Item # 15



Agenda Item # 15

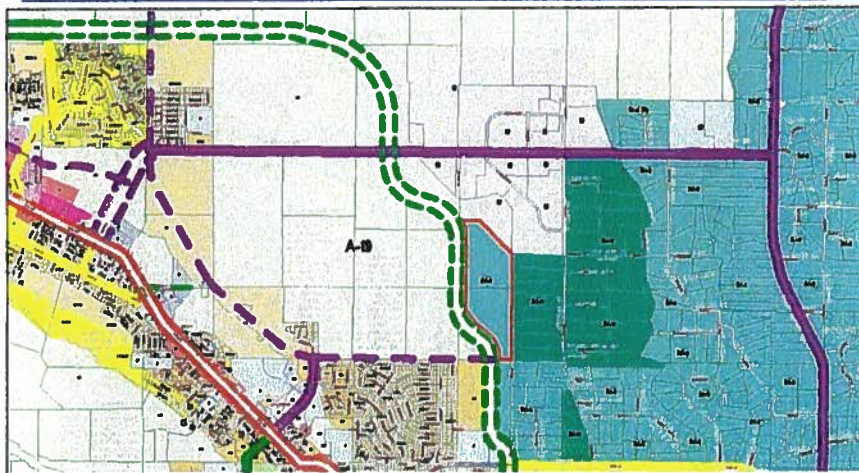


Zoning District



Agenda Item # 15

Transportation Plan with Zoning



Agenda Item # 15

History

- In 2009, this same Tentative Subdivision Map was approved by the Board of Commissioners.
- Since 2009, the tentative map expired and now the applicant is requesting approval of the same map.
- If approved, the proposed Tentative Subdivision Map will expire in four years if a Final Map is not recorded.

Agenda Item # 15



Town of Minden

On July 3rd the Town of Minden approved water services for the subdivision and has recommended approval of the subdivision.

No annexation is required.

Agenda Item # 15



Planning Commission

The Planning Commission recommended approval of the proposed subdivision map at the July 11, 2013 meeting.

During discussion, many of the Planning Commissioners expressed concerns regarding the lack of review by the Water Conveyance Advisory Committee.

Due to these concerns, the applicant requested a special meeting with the Water Conveyance Advisory Committee.

Agenda Item # 15



WCAC

On July 29th the Water Conveyance Advisory Committee recommended approval of the conceptual irrigation plan and required the applicant to come back before the committee once a detailed plan is known and prior to submitting a site improvement permit.

Agenda Item # 15



Conditions

Condition A 2. has been amended by staff to reflect action taken at the July 29th WCAC meeting.

The applicant must submit a detailed irrigation plan the proposed map and an irrigation plan to the Water Conveyance Advisory Committee (WCAC) for review and obtain approval. The applicant shall provide evidence that all conditions placed on the project by the WCAC have been met.

Condition B 2. was added at the July 11, 2013 Planning Commission meeting.

B 2. (i) Maintenance of the private road must be the responsibility of a private entity or home owner's association. Douglas County rejects all offers of dedication of the private road.

Agenda Item # 15



Recommendation

Approve Land Division Application (LDA) 13-006, a Tentative Residential Subdivision Map, which includes a private road and associated variances for Edgewood Companies, based on the findings and discussion in the staff report and subject to the recommended conditions of approval.

Agenda Item # 15



Glenwood Drive and Riverview Drive Traffic Control

Douglas County Board of Commissioners
August 1, 2013

Agenda Item #16



AVERAGE DAILY TRAFFIC



Glenwood Drive
208 →

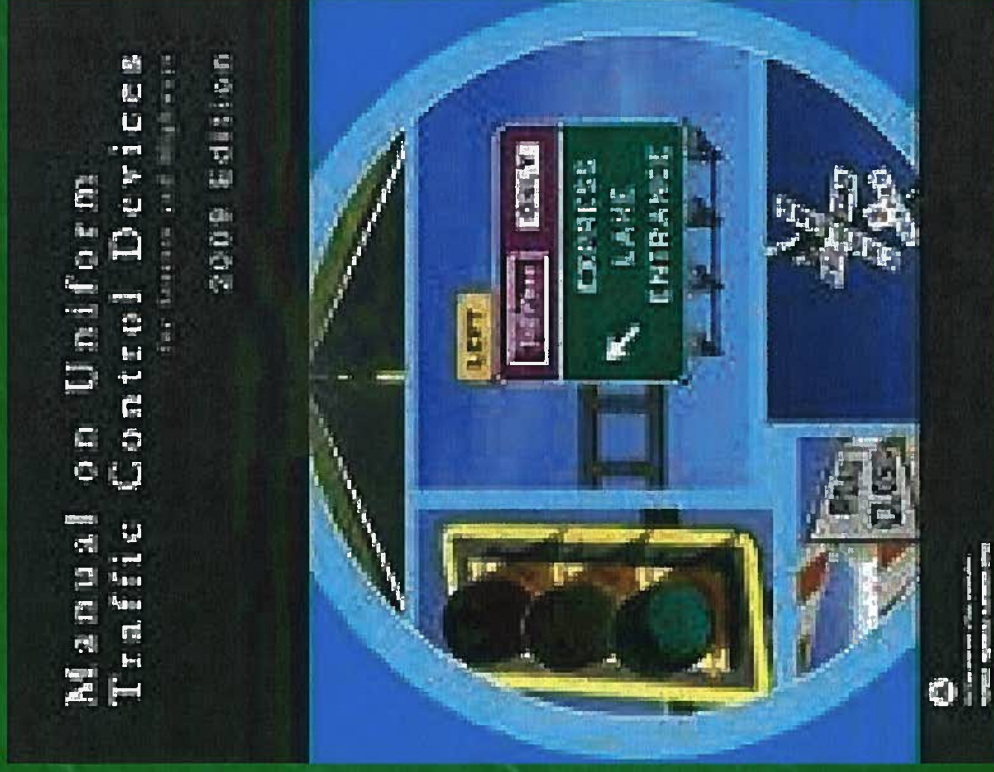
← 3971 (4437)
River View Drive

→ 3660 (4748)

XXXX = BEFORE WAL-MART
XXXX = AFTER WAL-MART

Manual on Uniform Traffic Control Devices

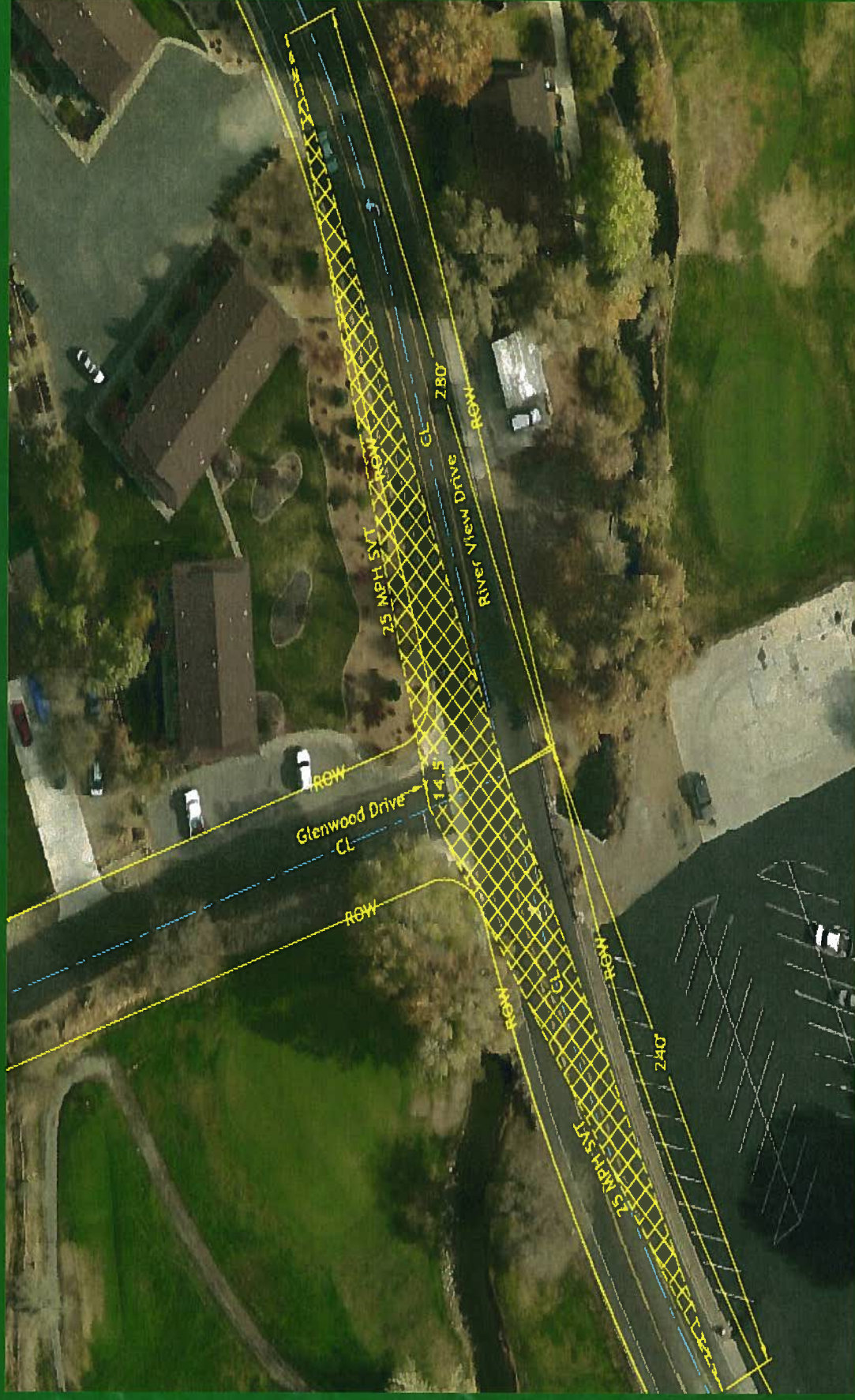
- Published by FHWA
- Adopted by BOCC through DCDCIS
- Provides guidance on placement of traffic control devices
- BOCC Attachment B



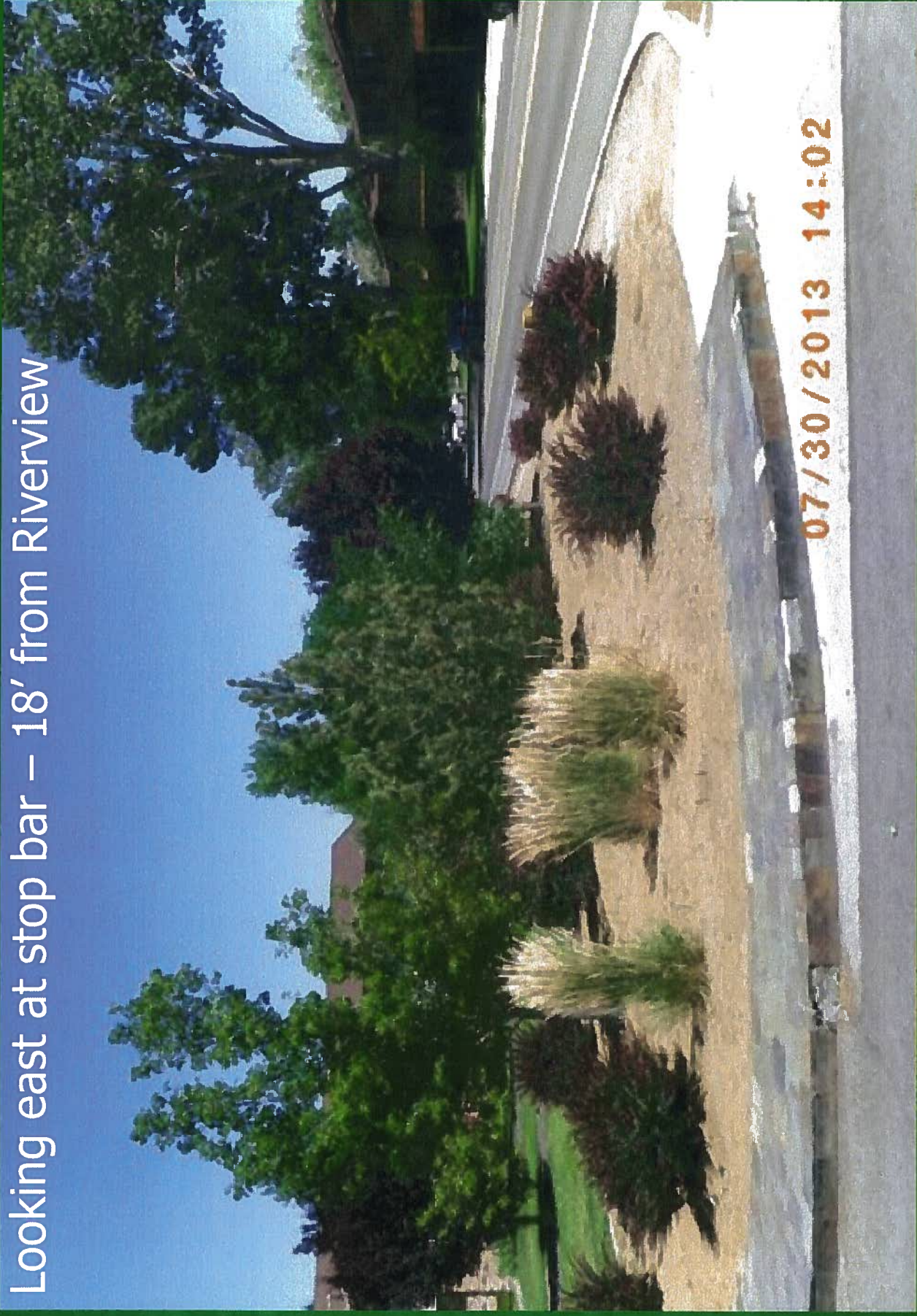
Requirements for 3-Way Stop

- Volume on intersection roads is approximately equal
- Interim condition while traffic signal is installed
- Five or more crashes in 12-month period
- Major road has 300 or more vehicles for 8 hours and minor road has 200 combined vehicles, pedestrians and bicycles per hour for same 8 hours

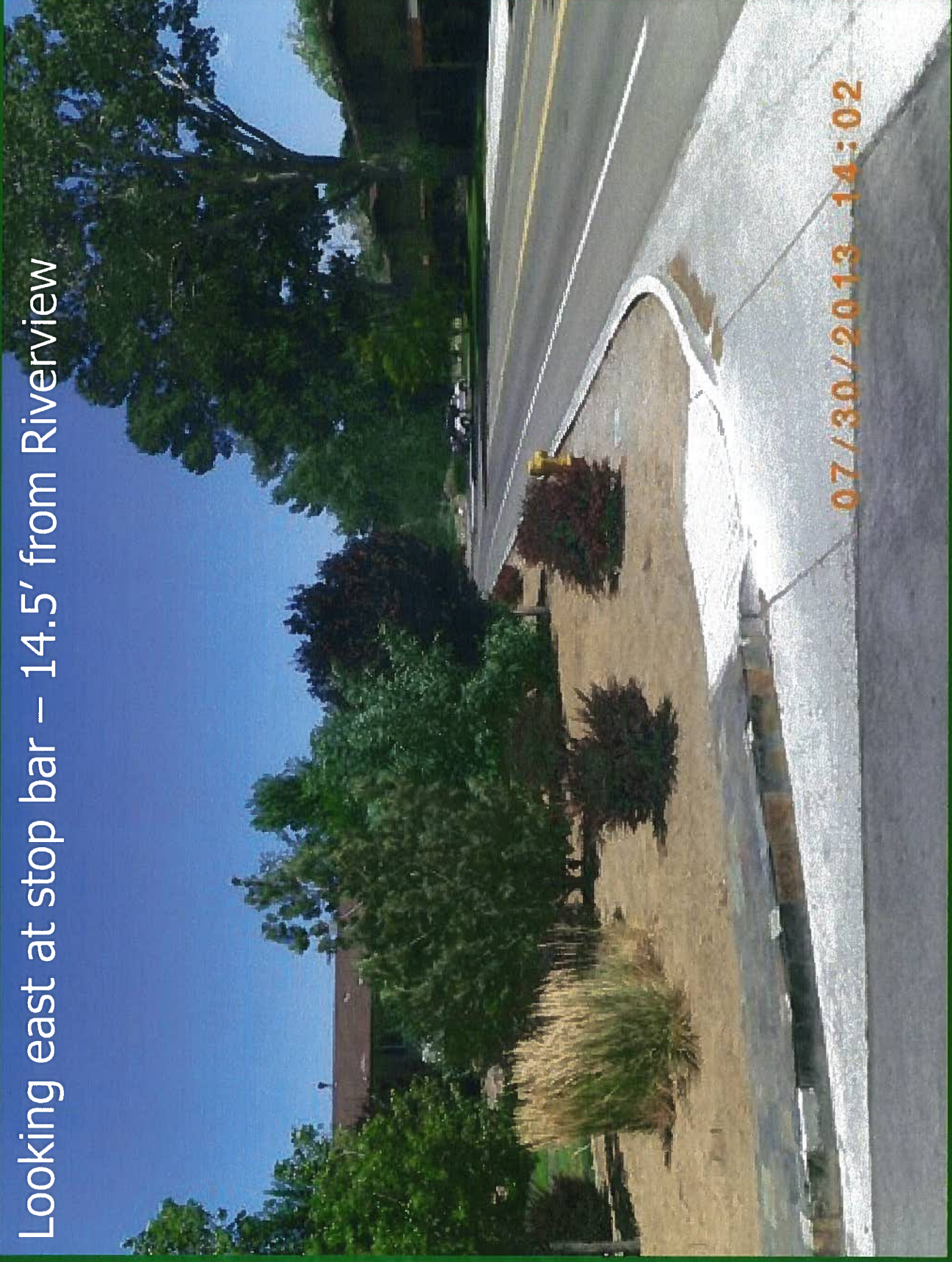
Sight Visibility Triangles (SVT)



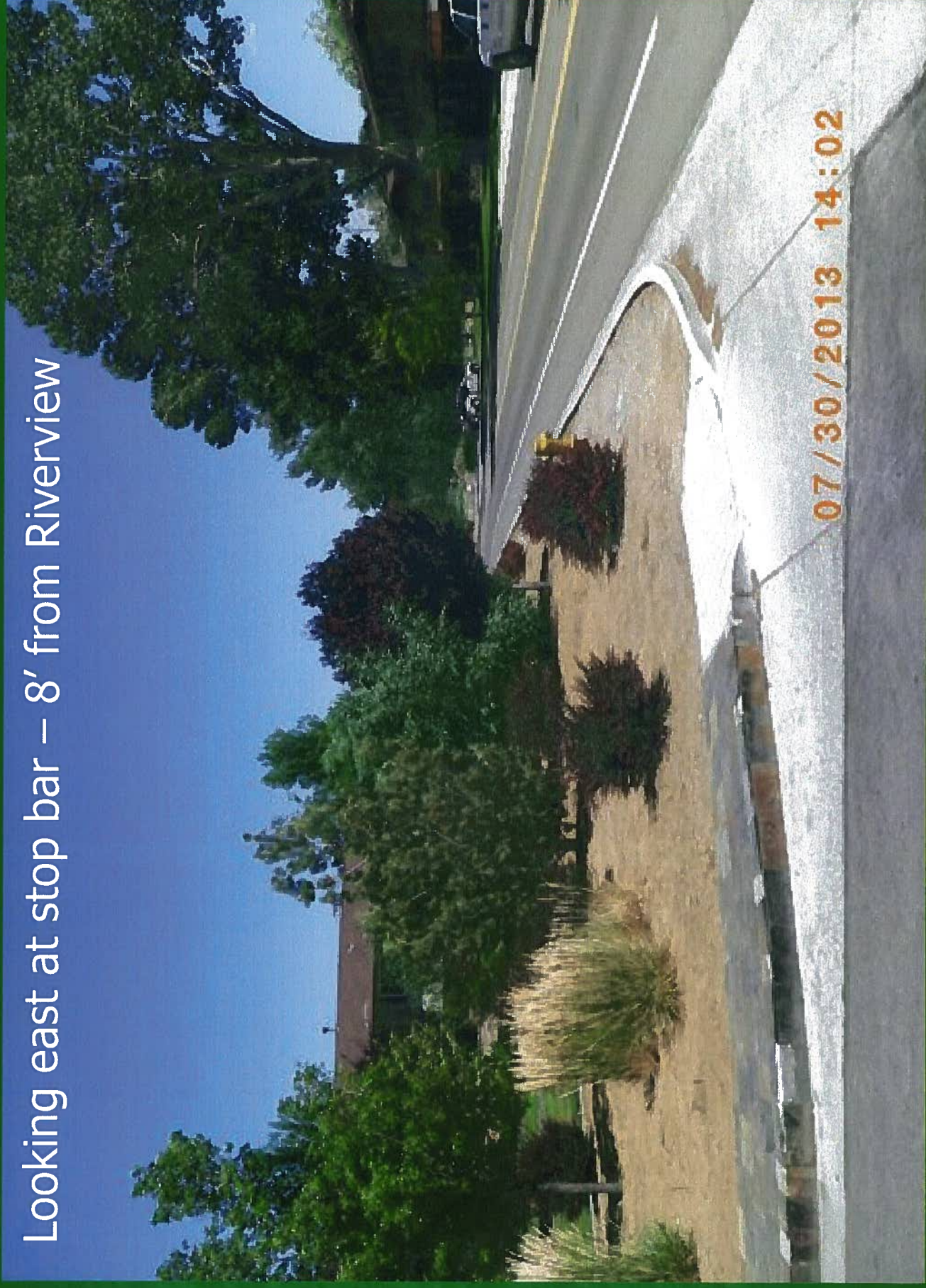
Looking east at stop bar – 18' from Riverview



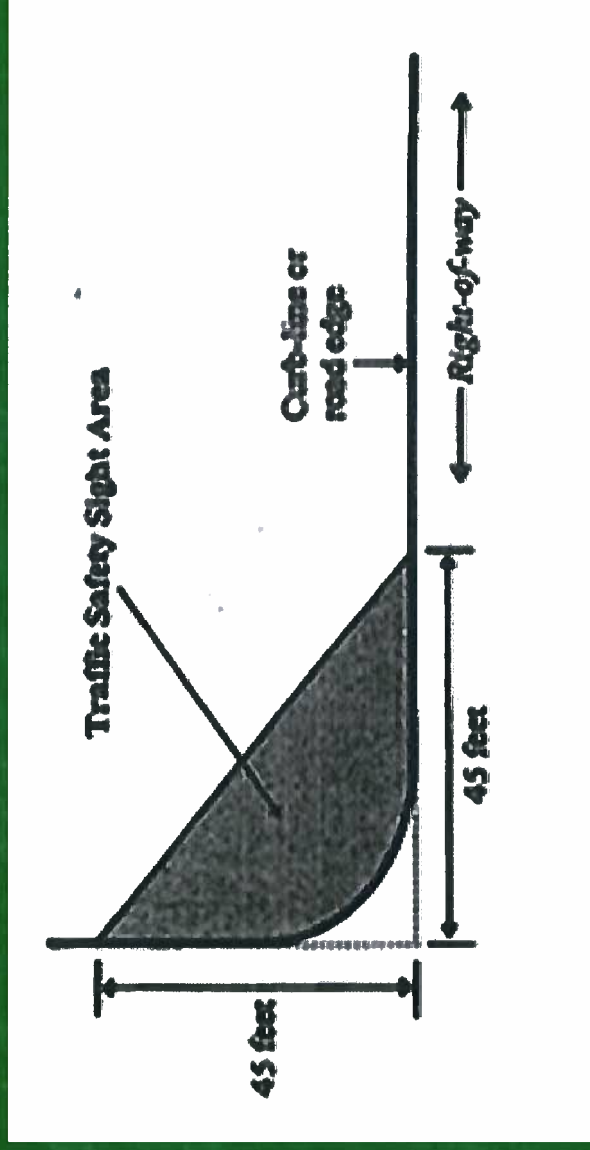
Looking east at stop bar – 14.5' from Riverview



Looking east at stop bar – 8' from Riverview



Traffic Safety Sight Area (TSSA)



Title 20 Consolidated Development Code Appendix A

Conclusions

- The Glenwood Drive and Riverview Drive Intersection is functioning as designed and no changes should occur.
- Additional stop signs would disrupt the flow of the collector street and may create a backup onto US395 during peak hours.
- Private Landscaping should be removed to provide better sight visibility.
- Future crash activity may indicate intersection is not functioning correctly.
- Increased speed enforcement may make for easier intersection access.

Questions